

**STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
VOLUME PRICING CONTRACT**

ENTERASYS NETWORKS, INC.

This **VOLUME PRICING CONTRACT** for the acquisition of computer networking hardware and software products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Enterasys Networks Sales and Services, Inc., with its principal place of business at 35 Industrial Way, Rochester, New Hampshire 03867.

1. Contract Scope and Term

This Contract sets forth the terms and conditions governing the acquisition of computer networking hardware, software and related services. Terms used in this document shall have the meanings set forth below in Section 2, Definitions. This Contract is available for use by all Customers.

The term of this Contract shall be two (2) years commencing on the date of approval by the parties. Prior to expiration of the original term, the parties may renew this contract, upon approval of DIR, for up to one (1) optional one-year term. Upon termination of this Contract, all rights and obligations set forth herein shall survive in accordance with their terms as to procurements made by Customers prior to such termination.

2. Definitions

Terms used in this Contract shall have the following meanings:

- A. DIR** - the Department of Information Resources
- B. Customer** - any Texas State Agency and unit of local government as defined in §2054.003, Texas Government Code.
- C. Manufacturer** - Enterasys Networks Sales and Service, Inc.
- D. Reseller** - distributor, dealer, or value-added reseller designated by the Manufacturer who participates as a primary distribution source for the Manufacturer
- E. Product** - any computer networking software or hardware item manufactured and produced by the Manufacturer. A hardware product may include any pre-loaded software or firmware necessary for operation.
- F. Services** - any value-added service that the Manufacturer and/or Reseller may perform as related to products available under this Contract. For example: warranty, support services, installation, and product training.
- G. State Contract Administrator** - the individual as appointed by DIR to administer this Contract on behalf of the State of Texas and the Customers.
- H. Manufacturer Contract Administrator** - the individual as appointed by the Manufacturer to administer this Contract on behalf of the Manufacturer and Resellers.
- I. Administrative Fee** - the fee used to defray DIR's cost of negotiating, executing and administering this contract.
- J. Purchase Order** - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).

3. Entire Agreement and Order of Precedence

This Contract; Appendix A, Standard Clauses for Texas DIR Contracts; Appendix B, Manufacturer's Software License Agreement; Appendix C, Manufacturer's Service Agreement; Appendix D, Manufacturer's Terms and Conditions; Enterasys's response to the Invitation to Negotiate (ITN) DIR-TMP-02-020, dated November 28, 2001, and the ITN shall constitute the entire agreement between the parties hereto. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, Enterasys's response to the ITN and finally the ITN. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto, with the approval of DIR.

The terms and conditions set forth herein shall govern all transactions by Customers under this Contract. Customers shall not have the authority to modify the terms of this Contract, except as to receive better terms or pricing for a particular procurement than those set forth herein. In such event, Manufacturer shall furnish a copy of such better offerings to DIR upon request. No additional term or condition of a Purchase Order issued by a Customer can weaken a term or condition of this Contract. In the event of a conflict between a Customer's Purchase Order and this Contract, the Contract term shall control.

4. Product and Service Offerings

Products available under this Contract are set forth as any computer networking hardware or software items manufactured and produced by the Manufacturer. Services include any value-added service that the Manufacturer and/or its Reseller may perform as related to products available under this Contract.

A. Products

Manufacturer shall maintain a product list including pricing, product descriptions, and product specifications for all products offered under this Contract. The product list may be updated at any time during the term of this Contract to incorporate product model changes or product upgrades, addition of new products, and removal of obsolete or discontinued products.

B. Services

Examples of service include, but are not limited to: warranty, support services, installation, and product training. Manufacturer shall maintain a list including pricing and descriptions for all services offered under this Contract. The services list may be updated at any time during the term of this Contract to incorporate changes to the service offering.

5. Contract Administration

DIR and the Manufacturer will each provide a Contract Administrator to support this Contract. Information regarding the Contract Administrators will be posted on the Manufacturer's Internet web site designated for this Contract.

A. DIR Contract Administrator

DIR will provide a Contract Administrator whose duties will include but not be limited to: i) supporting the marketing and management of this Contract, ii) advising DIR of

Manufacturer's performance under the terms and conditions of this Contract, and iii) periodic verification of product pricing and monthly reports submitted by Manufacturer.

B. Manufacturer Contract Administrator

Manufacturer shall provide a dedicated Contract Administrator whose duties shall include but not be limited to: i) supporting the marketing and management of this Contract, ii) facilitating dispute resolution between a Reseller and a Customer, and iii) advising DIR of Resellers performance under the terms and conditions of this Contract. DIR reserves the right to require a change in Manufacturer's then-current Contract Administrator if the assigned administrator is not, in the opinion of DIR, adequately serving the needs of the State.

6. Use of Resellers

Manufacturer shall provide service, sales and support resources to serve Customers at multiple geographic purchasing locations throughout the State of Texas. DIR agrees to permit Manufacturer to utilize designated Resellers so that sufficient resources are available to insure maximum service capability throughout the State. Such participation is subject to the following conditions:

A. Designation of Resellers

Manufacturer shall designate up to six (6) Resellers to participate under this Contract, without the approval of DIR. At any time, DIR reserves the right to rescind any such participation or request that Manufacturer name additional Resellers should DIR determine it is in the best interest of the State.

Manufacturer shall have the right to qualify Resellers and their participation as fulfillment agents under this Contract by product line, contracting program (i.e., government/educational sales), geographic region, size/sales volume, technical training or other criteria, provided that: i) such criteria are uniformly applied to all potential Resellers based upon Manufacturer's established, neutrally applied commercial/governmental program criteria, and not to a particular procurement; and ii) all general categories of criteria are fully covered by participating Resellers to meet the needs of Customers.

All Resellers who have been approved by the Manufacturer in accordance with the foregoing paragraph shall be eligible to quote lower pricing for procurements under this Contract which meet their qualifying criteria. Manufacturer warrants and represents that it shall not, directly or indirectly, by agreement, communication or any other means restrict any Reseller's participation or ability to quote a particular order; or prohibit Reseller from participating in other procurement opportunities offered through DIR.

B. Changes in Reseller List

Manufacturer may add and/or delete Resellers throughout the term of the contract provided the total number of Resellers does not exceed six (6). However, the participating Resellers must geographically provide adequate coverage to the entire State.

C. Conditions of Reseller Participation

All participating Resellers must be approved Qualified Information Systems Vendors (QISV) with the State of Texas. At least two (2) of the participating Resellers must be Historically Underutilized Businesses (HUB) as defined by the Texas Building and Procurement Commission (TBPC).

D. Responsibility for Reseller Performance and Reporting

Manufacturer shall be fully liable for Resellers performance and compliance with all Contract terms and conditions herein. Manufacturer shall be responsible for reporting all products and services purchased through Resellers, in accordance with Section 12, Reporting and Administrative Fees.

E. Available Products and Services

Products and services ordered directly through Resellers shall be limited to products and services previously approved for inclusion under this Contract in Section 4, Product and Services Offerings, and shall be subject to all terms and conditions of this Contract as a condition of Reseller participation.

F. Volume Pricing

Manufacturer is required to offer the same Customer Discount to all participating Resellers. Manufacturer may offer more advantageous pricing to the participating Resellers for large volume purchases, however the pricing for such an opportunity will be the same for all Resellers. Reseller is not allowed to increase the Customer Discount given by Manufacturer.

7. Pricing

The price to the Customer under this Contract shall be established by the Manufacturer and shall be the lowest price offered through Resellers to any governmental entity for the same product or service. Any violation of this provision may result in this Contract being terminated. Manufacturer is required to offer the same Customer discount to all participating Resellers. Manufacturer may offer more advantageous pricing to the participating Resellers for large volume purchases, however the pricing for such an opportunity will be the same for all Resellers. Reseller is not allowed to increase the Customer discount given by Manufacturer. A copy of the Manufacturer's Pricing Index, which includes DIR's administrative fee, is attached to this contract as Appendix E as a reference for audit purposes.

A. Customer Discount

Based on a quantity of one (1), the Customer discount from the Resellers for all products and services will be a minimum of thirty-six percent (36%) off Manufacturer's Suggested Retail Price. Customer may negotiate more advantageous pricing for large volume purchases with a participating Reseller. The Customer Discount set forth herein shall adhere to Section 6 Paragraph F, Reseller Pricing to the Customer.

B. DIR Administrative fee

The DIR administrative fee specified in Section 12, Reporting and Administrative Fees, shall be included in the pricing set forth herein. The administrative fee shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

C. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments shall be F.O.B. Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

D. Tax-Exempt

Customers are exempt from all federal and state sales tax.

E. Changes to Prices

Manufacturer may change the price of any product or service at any time, based upon

changes to the Manufacturer's Suggested Retail Price, but discount levels shall remain consistent with the discount levels specified in Section 7 Paragraph A, Discounts. Price decreases shall take effect automatically during this Contract term and Manufacturer shall pass all price decreases on to the Customer.

Manufacturer may make product model changes and add new products or product upgrades at any time and the pricing for the same shall incorporate comparable price discount levels as specified in Section 7, Paragraph A.

8. Order Processing and Payments

All Customer Purchase Orders will be placed directly with the participating Resellers. Accurate Purchase Orders shall be effective and binding upon Reseller when placed in the mail or electronically transmitted prior to the termination of this Contract period.

The Reseller shall submit invoices directly to the Customer. All payments for products and/or services purchased under this Contract and any provision of acceptance of such products and/or services are made to the Reseller by the Customer.

Invoices shall be timely and accurate. Each invoice shall match Customer's Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices shall include the Customer's Purchase Order number or other pertinent information for verification of receipt of the order by the Customer.

Customer(s) shall comply with Chapter 2251, Texas Government Code, in making payments to Reseller. Payment under this contract shall not foreclose the right to recover wrongful payments.

9. Software Licensing Agreement

Customers purchasing software licenses under this Contract shall hold, use and operate such software subject to compliance with the Software Licensing Agreement set forth in Appendix B hereto. No changes to the License Agreement Terms and Conditions may be made unless previously agreed to between Manufacturer and DIR. Customers may not add, delete or alter any of the language in Appendix B. Reseller shall make the Software Licensing Agreement terms and conditions available to all Customers at all times.

Compliance with the Software Licensing Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software Licensing Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the Software Licensing Agreement terms and conditions.

10. Service Agreement

Customers purchasing services under this Contract shall execute a Service Agreement with Manufacturer as set forth in Appendix C hereto. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Manufacturer and DIR. The Service Agreement shall include Service Level Descriptions for related products.

11. Internet Access to Contract and Pricing Information

Access by Customers to Contract terms and pricing information shall be made available and posted on the Internet. To that end, the Manufacturer shall be required host the complete Contract product and service offerings, including pricing, at the Manufacturer's Internet site. Internet access to this information shall be provided including all subsequent changes to the product and

services offerings and pricing during the term of this Contract at no cost to DIR, the State, and Customers.

A. Accurate and Timely Contract Information

Manufacturer warrants and represents that Contract and related information will be accurately and completely posted, maintained and displayed in an objective and timely manner which renders it clearly distinguishable from other, non-Contract offerings at Manufacturer's web site. Manufacturer shall indemnify DIR, the State, and Customers for damages resulting from errors or inaccuracies in such information, or from any failure to maintain or timely post Contract information in accordance with this paragraph.

B. Price Data Retention and Audit

Periodic audits of the information posted for this Contract on Manufacturer's web site may be conducted by DIR.

C. Web Site Changes

Manufacturer hereby consents to a link from the DIR web site to Manufacturer's web site in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Manufacturer with subsequent notice of link termination or removal. Manufacturer shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

D. Use of Access Data Prohibited

If Manufacturer stores, collects or maintains data electronically as a condition of accessing State Contract information, such data shall only be used internally by Manufacturer for the purpose of implementing or marketing the State Contract, and shall not be disseminated to third parties or used for other marketing purposes. This Contract constitutes a public document under the laws of the State and Manufacturer shall not restrict access to this Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

E. Responsibility for Content

Manufacturer is solely responsible for administration, content, intellectual property rights, and all materials at Manufacturer's web site. Manufacturer is solely responsible for its actions and those of its agents, employees, Resellers, or subcontractors, and agrees that neither Manufacturer nor any of the foregoing has any authority to act or speak on behalf of DIR or the State. DIR requires Manufacturer to list all participating Reseller's information on the web site, such as: company name, address, contact information, phone and fax number, email address, State Vendor ID number, and other applicable information as deemed necessary by DIR. DIR also reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent this Contract.

F. On-line Price Configurator

Manufacturer may be required to make available an on-line configurator at its Contract web site. Directions and assistance in using the configurator and web site in general must be available at entry. This configurator must enable Customers to: (i) view the options available for the type of product or service requested, (ii) search and find products or services offered under this Contract, (iii) calculate complete acquisition costs. Information consistent with the terms of this Contract about payment, shipping, returns, delivery terms and special pricing

shall be available. Customers shall have the option of printing their "shopping cart" choices. For those users who are positioned to use it, Manufacturer shall make available an option for on-line secure ordering.

12. Reporting and Administrative Fees

Manufacturer shall be responsible for reporting all products and services purchased through Resellers under this Contract. DIR will have the right to verify required reports and to take any actions necessary to enforce its rights under this paragraph, including but not limited to, audit of Manufacturer's applicable Contract books.

A. Detailed Monthly Report

Manufacturer shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under this Contract for the previous month period. Reports are due on the fifteenth (15th) day of the close of the previous month period. It is the responsibility of Manufacturer to collect and compile all sales under this Contract from participating Resellers and submit one (1) monthly report. The monthly report shall include the participating individual Reseller's company name, Reseller's sales for the period, the name of each Customer, order date, ship date, quantity, unit price, extended price, product part number, Customer Purchase Order number, Customer's complete billing address, and other information as required by DIR.

B. Historically Underutilized Business Subcontract Reports

Manufacturer shall electronically provide DIR with Historically Underutilized Business (HUB) Subcontract Reports as required by Chapter 2161, Texas Government Code, on a quarterly basis. Manufacturer shall also provide each Customer's HUB Coordinator with a copy of the HUB Prime Contractor Progress Assessment Report and copy DIR's Contract Administrator

C. DIR Administrative Fee

An administrative fee shall be paid by Manufacturer to DIR to defray the DIR costs of negotiating, executing, and administering this Contract. All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Manufacturer. Any change in the administrative fee shall be incorporated in the price to the Customer.

Manufacturer shall pay DIR, on the fifteenth (15th) day of the close of the previous month period, a two percent (2%) administrative fee based on the dollar value of all sales to Customers pursuant to this Contract. Payment shall be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 X .02= \$2,000.

13. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Contract shall be in writing and shall be validly given on i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Contract by giving fifteen (15) days written notice to the other party.

If sent to the State:
Bill Peek

If sent to the Manufacturer:
Michaela Mezo

Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Fax: (512) 475-4759
Email: bill.peek@dir.state.tx.us

Enterasys Networks, Inc.
south Decker Lake Drive
Salt Lake City, UT 84119
Phone: (801) 887-9496
Fax: (801) 972-5789
Email: mmezo@enterasys.com

14. Handling of Written Complaints

In addition to other remedies contained in this Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
ATTN: Matt Kelly
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Telephone: (512) 936-6550
Fax: (512) 475-4759
Email: matt.kelly@dir.state.tx.us

15. Captions

The captions contained in this Contract are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

16. Choice of Law

The law of the State of Texas shall govern the construction and interpretation of this Contract. Nothing herein shall be construed to waive the state's sovereign immunity.

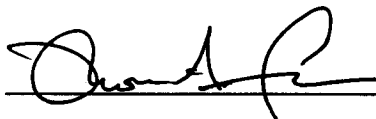
IN WITNESS WHEREOF, the parties therefore hereby execute their mutual agreement to the terms of this Contract. This agreement shall be executed and shall be a binding Contract between the parties.

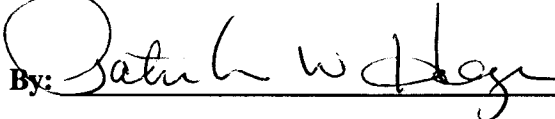
Enterasys Networks, Inc.

**The State of Texas, acting by and through the
Department Of Information Resources**

Date: July 11, 2002

Date: 7-8-02

By: 

By: 

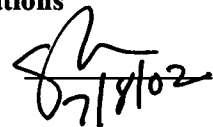
Name: Thomas Loureiro

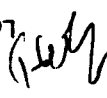
Name: Patrick W. Hogan

Title: V.P. & Associate General Counsel

Title: Director of Business Operations

Legal:



Approved by
Enterasys
Legal Department


APPENDIX A

**STANDARD CLAUSES
STATE OF TEXAS, DIR CONTRACTS**

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Appendix A

STANDARD CLAUSES FOR TEXAS DIR CONTRACTS

The parties to the attached Contract, amendment or other agreement of any kind (hereinafter, "this Contract") agree to be bound by the following clauses which are hereby made a part of this Contract. Manufacturer shall be fully liable for Resellers performance and compliance with the clauses herein.

1. INDEMNIFICATION CLAUSE. Manufacturer shall defend, indemnify and hold harmless the State of Texas, its officers, agents, and employees from and against all claims, actions, suits, demands, proceeding, costs, damages and liabilities, including attorneys fees, arising out of, or resulting from any acts or omissions of the Manufacturer or its agents, employees, subcontractors, Resellers, or suppliers of subcontractors in the execution or performance of this Contract and any Purchase Order(s) issued under this Contract.

The Manufacturer shall defend, indemnify and hold harmless the State of Texas, its officers, agents and employees, from any and all claims involving infringement of patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the use of any product or service supplied by the Manufacturer. Manufacturer agrees to defend against any and all such claims at Manufacturer's expense, whether or not such claims become the subject of litigation. DIR will provide reasonable assistance in the defense of such claims if so requested by the Manufacturer. Manufacturer agrees to coordinate defense with the Texas Office of Attorney General, as may be requested by DIR.

2. NON-ASSIGNMENT CLAUSE. This Contract shall be entered into and be binding upon the successors of the parties. Manufacturer may not assign this Contract without the prior written consent of DIR. Any attempt to assign this Contract without the written consent of DIR is null and void.

3. NO QUANTITY GUARANTEES. This Contract is not exclusive to the named Manufacturer. Customers may obtain computer networking products and related services from other sources during the Contract term. DIR makes no express or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or dollar amount of products or services will be procured through this Contract.

4. CONFIDENTIALITY CLAUSE. Manufacturer acknowledges that DIR is a government agency subject to the Texas Public Information Act. Manufacturer also acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

Under the terms of this Contract, DIR may provide Manufacturer with information related to Customers. Manufacturer shall comply with all State of Texas privacy policy guidelines, including, but not limited to, the requirement that Manufacturer shall not re-sell or otherwise

distribute or release to any party in any manner Customer information.

5. MANUFACTURER CERTIFICATIONS.

Manufacturer certifies (i) it has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; (ii) it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §31.006 of the Texas Family Code and acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate; (iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage; (iv) it has not received payment from DIR or any of its employees for participating in the preparation of this Contract; (v) it is not ineligible to receive this Contract under § 2155.004, Texas Government Code; (vi) it is in compliance with §618.003, Texas Government Code; (vii) it will comply with §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of this Contract; and (viii) to the best of the Manufacturer's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting the Manufacturer, which if determined adversely to the Manufacturer will have a material adverse effect on the ability of the Manufacturer to fulfill its obligations under this Contract.

6. EQUAL OPPORTUNITY COMPLIANCE.

Manufacturer agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Manufacturer agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Manufacturer under this Contract. If Manufacturer is found to be not in compliance with these requirements during the term of this Contract, Manufacturer agrees to take appropriate steps to correct these deficiencies. Upon request, Manufacturer will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

7. TECHNOLOGY ACCESS CLAUSE, AS REQUIRED BY §2157.005, TEXAS GOVERNMENT CODE. (Applicable to State Agency Purchases Only)

Manufacturer expressly acknowledges and agrees that State funds may not be expended in connection with the purchase

Appendix A

of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Manufacturer represents and warrants to DIR and each Customer purchasing products under this Contract that the technology provided hereunder is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (i) providing equivalent access for effective use by both visual and non-visual means; (ii) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (iii) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For the purposes of this section, the phrase "equivalent access means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples, of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical display and customizable display appearance.

8. COMMODITY SOFTWARE. Texas Government Code, §2157.068 requires State agencies to buy commodity software in accordance with contracts developed by DIR, unless the agency obtains a waiver from DIR. Manufacturer shall agree to coordinate all agency commodity software sales made pursuant to this Contract through existing DIR contracts, if available. Manufacturer represents it will not license through a signed or unsigned license agreement, volume licensing agreement or an order confirmation, the commodity software to state agencies unless the agency is able to provide a DIR granted waiver that the agency is able to purchase the commodity software outside the DIR Commodity Software contracts. The operating system software and institutions of higher education are not bound to this Code.

9. RECORDS. The Manufacturer shall maintain adequate records to establish compliance with this Contract until the later of a period of four years after termination of this Contract or until full, final and unappealable resolution of all audit or litigation issues that arise under this Contract. Such records shall include identification of the procuring Customer, documentation of the Customer's ordering date, Customer Purchase Order number, order date of product or service, ship date or service delivery date, full invoice address, name of participating Reseller for the procurement, unit price, extended price, participating Reseller invoice number, record of procuring Customer payment and/or balance due, the calculations supporting each administrative fee owed DIR under this Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

Manufacturer shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of this Contract to DIR, the auditors designated by DIR, including auditors of the State Auditors' Office and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, auditing and/or copying such books and records. Copies and printouts requested by DIR shall be provided by Manufacturer without charge. DIR shall provide Manufacturer ten (10) business days' notice prior to inspecting, auditing, and/or copying Manufacturer's records. Manufacturer's records, whether paper or electronic, shall be made available during regular office hours. Manufacturer personnel familiar with the Manufacturer's books and records shall be available to DIR staff and designees as needed. Manufacturer shall provide adequate office space to DIR staff during the performance of an audit.

If any inspection or audit performed hereunder reveals an aggregate overcharge to a Customer of .5% or greater, or an aggregate underpayment to DIR of its administrative fee of .5% or greater, then the cost of such audit or inspection, including, but not limited to, the salary and associated overhead of DIR staff performing the audit or inspection, shall be reimbursed to DIR within thirty (30) days from receipt of an invoice from DIR reflecting the cost of the audit or inspection.

For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Manufacturer through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Manufacturer can demonstrate to DIR's satisfaction that Manufacturer's calculation of DIR's administrative fee is correct.

10. ABILITY TO CONDUCT BUSINESS IN TEXAS. The Manufacturer is an entity authorized and validly existing under the laws of its state of organization, and is authorized to do business in the State of Texas. The Manufacturer is a "Qualified Information Systems Manufacturer" as defined in §2157.001, Texas Government Code. All computer networking products and services offered to Customers under this Contract are listed in Manufacturer's catalogue on file with the Texas Building and Procurement Commission.

11. QUOTATIONS, WARRANTY, AND RETURN POLICIES. Manufacturer will adhere to their then-currently published policies concerning quotations, warranties, and return policies. Warranty and return policies for Customers will not be more restrictive or more costly than those warranty and return policies maintained by Manufacturer for other similarly situated Customers for like products or services.

12. INVALID TERM OR CONDITION. If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

13. ENFORCEMENT OF CONTRACT AND DISPUTE RESOLUTION. Manufacturer and DIR agree to the following (i) a party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision; (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used; (iii) the laws of the State of Texas shall govern this Contract; (iv) actions or proceedings arising from this Contract shall be heard in a court of competent jurisdiction in Travis County, Texas; and (v) nothing herein shall be construed to waive the State's sovereign immunity.

14. DIR LOGO. Manufacturer and its Resellers may use the DIR logo in the promotion of this Contract to Customers with the following stipulations; (i) the logo may not be modified in any way; (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Manufacturer or Reseller logo; (iii) the DIR logo is only used to communicate the availability of computer networking products and services under this Contract to Customers; and (iv) any other use of the DIR logo requires prior written permission from DIR.

15. SITE PREPARATION. Customer shall prepare and maintain its site in accordance with written instructions furnished by Manufacturer and/or Reseller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

16. TRAINING AND TRADE SHOW PARTICIPATION. Manufacturer may be required to provide product overview training to DIR at no cost. The training will be held within the Austin, Texas area at times mutually acceptable to DIR and Manufacturer.

Manufacturer understands and agrees that it must participate by providing a manned booth display or similar presence at no less than two (2) trade shows or similar functions sponsored by DIR each calendar year at the Manufacturer's expense. Manufacturer must display the DIR logo at all trade shows. DIR reserves the right to approve or disapprove of the location of the use of the DIR logo in or on the Manufacturer's booth.

17. USE OF SUBCONTRACTORS. Manufacturer may subcontract installation, training, warranty, or maintenance services. However, Manufacturer shall remain solely responsible for the performance of its obligations under this Contract. If Manufacturer uses any subcontractors, Manufacturer shall satisfy DIR that it has complied and maintains compliance with the DIR HUB Subcontracting Plan.

18. FORCE MAJEURE. DIR, Customer, or Manufacturer may be excused from performance under this contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party

experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties immediately. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Manufacturer will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

19. TERMINATION FOR NON-APPROPRIATION. Customer may terminate Purchase Orders and DIR may terminate this Contract if funds sufficient to pay obligations hereunder are not appropriated by the legislative body on behalf of local governments, or by the Texas legislature on behalf of state agencies. In the event of non-appropriation, Manufacturer will be provided ten (10) days written notice of intent to terminate.

20. TERMINATION FOR CONVENIENCE. Either party may terminate this Contract, in whole or in part, by giving the other party thirty (30) days written notice. A Customer may terminate a Purchase Order if it is determined by the Customer that Manufacturer will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

21. TERMINATION FOR CAUSE. Either DIR or Manufacturer may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of this Contract or a Purchase Order arising hereunder. The non-defaulting party shall give the defaulting party thirty (30) days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate this Contract. Customers hereunder have no power to terminate this Contract for default. Customer's rights are exclusively based on their Purchase Order.

22. CUSTOMER RIGHTS UNDER TERMINATION. In the event this Contract expires or is terminated for any reason, a Customer shall retain its rights under the Purchase Order issued with respect to all products or services ordered and accepted prior to the effective termination date.

23. MANUFACTURER AND/OR RESELLER RIGHTS UNDER TERMINATION. In the event this Contract expires or is terminated for any reason, a Customer shall pay all amounts due for products or services ordered prior to the effective termination date and ultimately accepted.

24. SURVIVAL. All warranty and/or service agreements that were entered into between Manufacturer and a Customer under the terms and conditions of this Contract shall survive the termination of this Contract.

Appendix B
ENTERASYS NETWORKS SALES AND SERVICE, INC.
SOFTWARE LICENSE AGREEMENT

This document is an agreement ("Agreement") between You, the end user, and Enterasys Networks Sales and Service, Inc. ("Enterasys") that sets forth your rights and obligations with respect to the software contained in CD-ROM or other media. BY UTILIZING THE ENCLOSED PRODUCT, YOU ARE AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT, WHICH INCLUDES THE LICENSE AND THE LIMITATION OF WARRANTY AND DISCLAIMER OF LIABILITY. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, RETURN THE UNOPENED PRODUCT TO ENTERASYS OR YOUR DEALER, IF ANY, WITHIN TEN (10) DAYS FOLLOWING THE DATE OF RECEIPT FOR A FULL REFUND.

IF YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, CONTACT ENTERASYS NETWORKS SALES AND SERVICE, INC. (603) 337-1748. Attn: Legal Department.

Enterasys will grant You a non-transferable, nonexclusive license to use the enclosed machine-readable form of software (the "Licensed Software") and the accompanying documentation (the Licensed Software, the media embodying the Licensed Software, and the documentation are collectively referred to in this Agreement as the "Licensed Materials") on one single computer if You agree to the following terms and conditions:

1. **TERM.** This Agreement is effective from the date on which You open the package containing the Licensed Materials. You may terminate the Agreement at any time by destroying the Licensed Materials, together with all copies, modifications and merged portions in any form. The Agreement and your license to use the Licensed Materials will also terminate if You fail to comply with any term or condition herein.

2. **GRANT OF SOFTWARE LICENSE.** The license granted to You by Enterasys when You open this sealed package authorizes You to use the Licensed Software on any one, single computer only, or any replacement for that computer, for internal use only. A separate license, under a separate Software License Agreement, is required for any other computer on which You or another individual or employee intend to use the Licensed Software. YOU MAY NOT USE, COPY, OR MODIFY THE LICENSED MATERIALS, IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

3. **RESTRICTION AGAINST COPYING OR MODIFYING LICENSED MATERIALS.** Except as expressly permitted in this Agreement, You may not copy or otherwise reproduce the Licensed Materials. In no event does the limited copying or reproduction permitted under this Agreement include the right to decompile, disassemble, electronically transfer, or reverse engineer the Licensed Software, or to translate the Licensed Software into another computer language.

The media embodying the Licensed Software may be copied by You, in whole or in part, into printed or machine readable form, in sufficient numbers only for backup or archival purposes, or to replace a worn or defective copy. However, You agree not to have more than two (2) copies of the Licensed Software in whole or in part, including the original media, in your possession for said purposes without Enterasys' prior written consent, and in no event shall You operate more than one copy of the Licensed Software. You may not copy or reproduce the documentation. You agree to maintain appropriate records of the location of the original media and all copies of the Licensed Software, in whole or in part, made by You. You may modify the machine-readable form of the Licensed Software for (1) your own internal use or (2) to merge the Licensed Software into other program material to form a modular work for your own use, provided that such work remains modular, but on termination of this Agreement, You are required to completely remove the Licensed Software from any such modular work. Any portion of the Licensed Software included in any such modular work shall be used only on a single computer for internal purposes and shall remain subject to all the terms and conditions of this Agreement.

You agree to include any copyright or other proprietary notice set forth on the label of the media embodying the Licensed Software on any copy of the Licensed Software in any form, in whole or in part, or on any modification of the Licensed Software or any such modular work containing the Licensed Software or any part thereof.

4. **TITLE AND PROPRIETARY RIGHTS.**

- (a) The Licensed Materials are copyrighted works and are the sole and exclusive property of Enterasys, any company or a division thereof which Enterasys controls or is controlled by, or which may result from the merger or consolidation with Enterasys (its "affiliates"), and/or their suppliers. This Agreement conveys a limited right to operate the Licensed Materials and shall not be construed to convey title to the Licensed Materials to You. There are no implied rights. You shall not sell, lease, transfer, sublicense, dispose of, or otherwise make available the Licensed Materials or any portion thereof, to any other party.
- (b) You further acknowledge that in the event of a breach of this Agreement, Enterasys shall suffer severe and irreparable damages for which monetary compensation alone will be inadequate. You therefore agree that in the event of a breach of this Agreement, Enterasys shall be entitled to monetary damages and its reasonable attorney's fees and costs in enforcing this Agreement, as well as injunctive relief to restrain such breach, in addition to any other remedies available to Enterasys.

5. **PROTECTION AND SECURITY.** You agree not to deliver or otherwise make available the Licensed Materials or any part thereof, including without limitation the object or source code (if provided) of the Licensed Software, to any party other than Enterasys or its employees, except for purposes specifically related to your use of the Licensed Software on a single computer as expressly provided in this Agreement, without the prior written consent of Enterasys. You agree to use your best efforts and take all reasonable steps to safeguard the Licensed Materials to ensure that no unauthorized personnel shall have access thereto and that no unauthorized copy, publication, disclosure, or distribution, in whole or in part, in any form shall be made, and You agree to notify Enterasys of any unauthorized use thereof. You acknowledge that the Licensed Materials contain valuable confidential information and trade secrets, and that unauthorized use, copying and/or disclosure thereof are harmful to Enterasys or its Affiliates and/or its/their software suppliers.

6. **MAINTENANCE AND UPDATES.** Updates and certain maintenance and support services, if any, shall be provided to You pursuant to the terms of a Enterasys Service and Maintenance Agreement, if Enterasys and You enter into such an agreement. Except as specifically set forth in such agreement, Enterasys shall not be under any obligation to provide Software Updates, modifications, or enhancements, or Software maintenance and support services to You.

7. **DEFAULT AND TERMINATION.** In the event that You shall fail to keep, observe, or perform any obligation under this Agreement, including a failure to pay any sums due to Enterasys, Enterasys may, in addition to any other remedies it may have under law, terminate the License and any other agreements between Enterasys and You.

- (a) Immediately after termination of the Agreement or if You have for any reason discontinued use of Software, You shall return to Enterasys the original and any copies of the Licensed Materials and remove the Licensed Software from any modular works made pursuant to Section 3, and certify in writing that through your best efforts and to the best of your knowledge the original and all copies of the terminated or discontinued Licensed Materials have been returned to Enterasys.
- (b) Sections 4, 5, 7, 8, 9, 10, 11, and 12 shall survive termination of this Agreement for any reason.

8. **EXPORT REQUIREMENTS.** You understand that Enterasys and its Affiliates are subject to regulation by agencies of the U.S. Government, including the U.S. Department of Commerce, which prohibit export or diversion of certain technical products to certain countries, unless a license to export the product is obtained from the U.S. Government or an exception from obtaining such license may be relied upon by the exporting party.

If the Licensed Materials are exported from the United States pursuant to the License Exception CIV under the U.S. Export Administration Regulations, You agree that You are a civil end user of the Licensed Materials and agree that You will use the Licensed Materials for civil end uses only and not for military purposes.

If the Licensed Materials are exported from the United States pursuant to the License Exception TSR under the U.S. Export Administration Regulations, in addition to the restriction on transfer set forth in Section 4 of this Agreement, You agree not to (i) reexport or release the Licensed Software, the source code for the Licensed Software or technology to a national of a country in Country Groups D:1 or E:2 (Albania, Armenia, Azerbaijan, Belarus, Bulgaria, Cambodia, Cuba, Estonia, Georgia, Iraq, Kazakhstan, Kyrgyzstan, Laos, Latvia, Libya, Lithuania, Moldova, North Korea, the People's Republic of China, Romania, Russia, Rwanda, Tajikistan, Turkmenistan,

Ukraine, Uzbekistan, Vietnam, or such other countries as may be designated by the United States Government), (ii) export to Country Groups D:1 or E:2 (as defined herein) the direct product of the Licensed Software or the technology, if such foreign produced direct product is subject to national security controls as identified on the U.S. Commerce Control List, or (iii) if the direct product of the technology is a complete plant or any major component of a plant, export to Country Groups D:1 or E:2 the direct product of the plant or a major component thereof, if such foreign produced direct product is subject to national security controls as identified on the U.S. Commerce Control List or is subject to State Department controls under the U.S. Munitions List.

9. **UNITED STATES GOVERNMENT RESTRICTED RIGHTS.** The enclosed Product (i) was developed solely at private expense; (ii) contains "restricted computer software" submitted with restricted rights in accordance with section 52.227-19 (a) through (d) of the Commercial Computer Software-Restricted Rights Clause and its successors, and (iii) in all respects is proprietary data belonging to Enterasys and/or its suppliers. For Department of Defense units, the Product is considered commercial computer software in accordance with DFARS section 227.7202-3 and its successors, and use, duplication, or disclosure by the Government is subject to restrictions set forth herein.

10. **LIMITED WARRANTY AND LIMITATION OF LIABILITY.** The only warranty Enterasys makes to You in connection with this license of the Licensed Materials is that if the media on which the Licensed Software is recorded is defective, it will be replaced without charge, if Enterasys in good faith determines that the media and proof of payment of the license fee are returned to Enterasys or the dealer from whom it was obtained within ninety (90) days of the date of payment of the license fee.

NEITHER ENTERASYS NOR ITS AFFILIATES MAKE ANY OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED MATERIALS, WHICH ARE LICENSED "AS IS". THE LIMITED WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED, AND STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. ONLY TO THE EXTENT SUCH EXCLUSION OF ANY IMPLIED WARRANTY IS NOT PERMITTED BY LAW, THE DURATION OF SUCH IMPLIED WARRANTY IS LIMITED TO THE DURATION OF THE LIMITED WARRANTY SET FORTH ABOVE. YOU ASSUME ALL RISK AS TO THE QUALITY, FUNCTION AND PERFORMANCE OF THE LICENSED MATERIALS. IN NO EVENT WILL ENTERASYS OR ANY OTHER PARTY WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE LICENSED MATERIALS BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA OR PROFITS OR FOR INABILITY TO USE THE LICENSED MATERIALS, TO ANY PARTY EVEN IF ENTERASYS OR SUCH OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ENTERASYS OR SUCH OTHER PARTY'S LIABILITY FOR ANY DAMAGES OR LOSS TO YOU OR ANY OTHER PARTY EXCEED THE LICENSE FEE YOU PAID FOR THE LICENSED MATERIALS.

Some states do not allow limitations on how long an implied warranty lasts and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to You. This limited warranty gives You specific legal rights, and You may also have other rights which vary from state to state.

11. **JURISDICTION.** The rights and obligations of the parties to this Agreement shall be governed and construed in accordance with the laws and in the State and Federal courts of the State of Texas, without regard to its rules with respect to choice of law.

GENERAL.

- (a) This Agreement shall not be assignable by You without the express written consent of Enterasys. The rights of Enterasys and Your obligations under this Agreement shall inure to the benefit of Enterasys' assignees, licensors, and licensees.
- (b) Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.
- (c) The provisions of the Agreement are severable and if any one or more of the provisions hereof are judicially determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions of this Agreement shall nevertheless be binding on and enforceable by and between the parties hereto.
- (d) Enterasys' waiver of any right shall not constitute waiver of that right in future. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, representations, statements and undertakings, oral or written, are hereby expressly superseded and canceled. No purchase order shall supersede this Agreement.
- (e) Should You have any questions regarding this Agreement, You may contact Enterasys at the address set forth below. Any notice or other communication to be sent to Enterasys must be mailed by certified mail to the following address:

ENTERASYS NETWORKS SALES AND SERVICE, INC.
P.O. Box 5005
Rochester, NH 03866-5005
Attn: Manager - Legal Department

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Appendix C

SERVICE AND MAINTENANCE TERMS AND CONDITIONS

This Agreement is between Enterasys, with principal offices at 35 Industrial Way, Rochester, New Hampshire 03867 ("Enterasys"), and "Customer". "Enterasys" means Enterasys Networks, Inc. and its Affiliates. "Affiliate" shall mean with respect to a specified party, any other party that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with the party specified. The undersigned parties agree that this Agreement creates no obligations to Customer on the part of Enterasys' Affiliates, subcontractors, or suppliers. Customer expressly relinquishes any rights as a third party beneficiary to any agreements between Enterasys and such parties, and waives any and all rights or claims against such third party. It is specifically understood and agreed by the parties hereto that all such rights and obligations of Enterasys hereunder as they pertain to products or services to be provided in the United States shall be those of Enterasys Networks Sales & Service, Inc. and that in such cases the obligations of Customer hereunder shall be obligations to and for the primary benefit of Enterasys Networks Sales & Service, Inc. Customer desires to obtain support services for the hardware and/or software products identified on the front of this Service and Maintenance Agreement in accordance with the terms and conditions of this Agreement. BY SIGNING THE SERVICE AND MAINTENANCE AGREEMENT, THE CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. These Terms and Conditions are deemed to include the terms on any proposal Enterasys has submitted to Customer to the extent that they do not conflict with these Terms and Conditions. For valuable consideration received, the parties agree as follows:

1. **TERM.** The initial term of this Agreement shall be for one (1) year from the date set forth on the face of this Agreement. This Agreement may be extended for up to one additional one year periods, at the option of the Customer. Customer shall provide Enterasys at least thirty (30) days advance written notice from the then-effective expiration date of its intent to extend the Contract. Either party may terminate this Agreement at the end of the first year or thereafter by providing the other with at least thirty (30) days prior written notice of termination. Enterasys may, in its discretion, change its support service fee herein upon notice to Customer.
2. **PAYMENT TERMS.** Enterasys' payment terms are net thirty (30) days from date of invoice. Customer shall pay invoices in accordance with Chapter 2251, Texas Government Code.
3. **CUSTOMER SITE MANAGER.** Customer must designate, at a minimum, one Customer Site Manager who shall be responsible for initiating service requests. Prior to initiating a service request, the Customer Site Manager must perform all procedures specified by the Enterasys Technical Support Engineers and provide the results to Enterasys as required. The Customer Site Manager must possess the necessary technical expertise to interact with and assist the Technical Support Engineers in both the diagnosis of the system hardware and/or software malfunctions and the successful replacement of hardware components. The Customer Site Manager is responsible for observing electrostatic discharge and other protection procedures and

precautions, as provided to Customer by Enterasys in writing, while replacing and handling any Enterasys hardware component.

4. **SERVICES.** Services purchased hereunder shall not include services made necessary by failures related to misuse, neglect, accident or willful or negligent acts, unauthorized maintenance or other unauthorized modifications of the Hardware or Software by a person other than an authorized Enterasys representative, failures relating to theft, fire, water, abuse or other circumstances beyond the reasonable control of Enterasys, or failure relating to electrical power, abnormalities or environmental conditions not in conformance with Enterasys' specifications. Enterasys agrees to use reasonable efforts to correct any failure caused by the foregoing circumstances provided that Customer pays additional fees in accordance with Enterasys' customary charges for all such services and replacement Hardware and Software, as appropriate, and all related and necessary travel, lodging and per diem expenses for Enterasys maintenance personnel.

5. **LIMITATIONS OF WARRANTY AND LIABILITY.** THE OBLIGATIONS AND LIABILITIES OF ENTERASYS AND ITS AFFILIATES AS SET FORTH HEREIN ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER LIABILITIES, OBLIGATIONS OR REMEDIES, EXPRESS OR IMPLIED, INCLUDING ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY (COLLECTIVELY, "CLAIMS") IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, CLAIMS RELATED TO YEAR 2000 COMPLIANCE), WHETHER OR NOT ARISING FROM NEGLIGENCE OF ENTERASYS, ACTUAL OR IMPUTED. NO WARRANTIES (EITHER EXPRESS OR IMPLIED), REPRESENTATIONS, PROMISES OR STATEMENTS HAVE BEEN MADE BY ENTERASYS OR ITS AFFILIATES UNLESS CONTAINED IN THIS AGREEMENT. NO WARRANTY, EXPRESS OR IMPLIED, IS MADE HEREIN THAT THE HARDWARE OR SOFTWARE IS MERCHANTABLE, OR FIT OR SUITABLE FOR THE PARTICULAR PURPOSES FOR WHICH THEY MAY BE REQUIRED BY CUSTOMER.

IN NO EVENT SHALL ENTERASYS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM CLAIMS RELATED TO YEAR 2000 COMPLIANCE, LOSS OF DATA, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT, OR OTHER DOWN TIME COSTS, WHETHER CLAIMED BY REASON OF BREACH OF WARRANTY OR OTHERWISE.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE TOTAL LIABILITY OF ENTERASYS AND ITS AFFILIATES UNDER THIS AGREEMENT IS LIMITED TO, AT ENTERASYS' OPTION, ENTERASYS' USE OF REASONABLE EFFORTS TO REPAIR OR REPLACE THE AFFECTED PRODUCT(S) OR PART THEREOF OR THE REFUND OF A MAXIMUM OF ONE YEAR'S SUPPORT SERVICES FEE FOR AFFECTED PRODUCT(S).

6. **TAXES.** Customer is an exempt entity from the assessment and collection of all sales, use and excise taxes, imposed at the local, state or federal level, which may arise from

performance of this Agreement. Enterasys agrees it shall not bill any taxes to Customer. Customer shall provide Enterasys with proof of its status upon request.

7. **FORCE MAJEURE.** Neither party shall be liable or deemed in default for any delay in performance under this Agreement resulting directly or indirectly from acts of God, war, insurrection, national emergency, fires, strikes, labor disputes or any other cause beyond the reasonable control of such party.

8. **TERMINATION.** (a) This Agreement may be terminated by Enterasys at any time upon thirty (30) days' prior written notice if, in Enterasys' determination, Customer detrimentally affects Enterasys' ability to adequately support Customer by refusing or neglecting to implement Enterasys' recommendations for corrective action to resolve any on-going problem, or Customer refuses or neglects to cause installation of updates or upgrades. In such event, previously paid support services fees shall not be refunded. (b) This Agreement may be terminated by Customer in the event that Enterasys fails to perform in accordance with the applicable Service Level Description and such failure is not cured within thirty (30) days of written notice of such failure. In such event, any unused previously paid support service fees shall be refunded to Customer on a pro-rata basis.

9. **GOVERNING LAW.** This Agreement shall be governed in accordance with the laws of the State of Texas. Nothing herein shall be construed to waive the State's sovereign immunity. 10. **ENTIRE AGREEMENT.** This Agreement, including any Service Level Description attached hereto and made a part hereof, constitutes the entire agreement between Enterasys and Customer with respect to the furnishing of hardware and/or software support services. Terms and conditions of this Agreement supersede those of any previous agreement between Enterasys and Customer with respect to support services. No other terms and conditions shall be included or implied unless agreed in writing by an authorized representative of the parties. No waiver of any portion of this Agreement shall be effective unless in writing. A waiver of, or failure to enforce, any section of this Agreement does not constitute a waiver of the whole Agreement.

11. **NOTICES.** All notices given pursuant to this Agreement shall be in writing sent by email, certified or register mail (return receipt requested), overnight express service or by facsimile. All such notices shall be directed to Customer or Enterasys at the address set forth herein unless either party notifies the other in writing of a new address.

12. **NEW PRODUCT.** Unless notified to the contrary by Customer, all products purchased by Customer from Enterasys during any term of this Agreement shall automatically be included under this Agreement and the applicable service fees for that term shall be pro-rated from the product delivery date.

13. **GENERAL.** (a) The rights of Enterasys and obligations of Customer under this Agreement shall inure to the benefit of Enterasys' assignees, licensors, and licensees. This Agreement is not assignable or transferable in whole or in part by Customer without the prior written consent of Enterasys. (b) The provisions of this Agreement are severable and if any one or more of the provisions hereof are judicially determined to be illegal or otherwise

unenforceable, in whole or in part, the remaining provisions of this Agreement shall be binding.
(c) If a Master Maintenance Agreement exists between Enterasys and Customer, in the event of any conflict, the terms of that Agreement shall prevail over this Agreement.

14. **SERVICE DESCRIPTION**. Pursuant to this Agreement, Enterasys agrees to provide hardware and/or software support services as defined in the attached Service Level Descriptions, which, depending on the level of service purchased, may include: Extended Standard Warranty, Technical Access Maintenance, On-Site Response Maintenance, On-Site Service Spares Maintenance, or Express Parts Maintenance. The aforementioned Service Level Descriptions are incorporated herein by reference. Support service shall be required and support service fees shall be due, for all active products with the same base part number, located at a given site, if support service has been ordered for any products bearing such base part numbers. Enterasys reserves the right to conduct an on-site audit, upon reasonable notice, to ensure compliance with this Article. In the event Enterasys' auditors determine that an additional support service fee is due, Customer agrees to make payment thereof to Enterasys within thirty (30) days of receipt of a complete and accurate invoice for same. Payment shall be in accordance with Chapter 2251, Texas Government Code. The additional support service fee due shall be calculated for the current term, based upon Enterasys' standard rates at the time of the audit.

Agreed and accepted:

Please Print Corporate Name

ENTERASYS

By: _____
(authorized signature)

By: _____

Please Print Your Name

Please Print Your Name

Title: _____

Title: _____

Date: _____

Date: _____

Appendix D
ENTERASYS NETWORKS SALES AND SERVICE, INC.
PURCHASE TERMS & CONDITIONS

1. SALE OF EQUIPMENT. Subject to the terms and conditions herein, Enterasys Networks Sales and Service, Inc. ("Seller") agrees to sell to Buyer the Hardware components described herein, and to license to Buyer the proprietary network software programs, whether in machine readable, object or printed form, media and any related documentation ("Software"), if applicable and described herein (together, the "Equipment"). Seller reserves the right to make substitution or modification in the specifications of Equipment to be supplied hereunder, provided that such substitutions or modifications do not materially adversely affect the overall Equipment performance. The undersigned parties agree that this Agreement is between Customer and Enterasys, and creates no obligations to Customer on the part of Enterasys' affiliates, subcontractors, or suppliers. Customer expressly relinquishes any rights as a third party beneficiary to any agreements between Enterasys and such parties, and waives any and all rights or claims against such third party.

2. SOFTWARE LICENSE. Before Buyer may use Software, it must have a valid Software License Agreement in effect with Seller; otherwise, taking delivery of or payment of the license fee or other charge for Software shall constitute an acceptance of the terms and conditions of Seller's Software License Agreement, attachment B to the DIR Contract. Subject to adherence to the terms thereof and to payment for the Software, Seller grants to Buyer a limited non-exclusive, non-transferable license to use the Software. The foregoing license shall entitle Buyer to use the Software only for Buyer's end use on one single computer which Buyer must specify on Seller's Software Registration Form. Buyer agrees not to copy or modify the Software except to create no more than one (1) copy for back-up, archival or replacement purposes. Buyer shall have the right to reproduce documentation for Software only for internal use on specified hardware. Seller shall retain all right, title and ownership of any Software provided to Buyer or its end user.

3. PAYMENT. All sale prices are F.O.B. Customer's Destination. The full purchase price shall be invoiced upon acceptance of the Equipment by Buyer. Payments shall be in accordance with Chapter 2251, Texas Government Code.

4. CANCELLATION. Except for orders of customer designed or built equipment, which may not be rescheduled or canceled by Buyer, Buyer may request rescheduling or cancellation of orders by providing thirty (30) days written notice to Seller.

5. TAXES. Buyer shall be exempt from the payment of any taxes from sales and personal property taxes.

6. SHIPMENTS AND DELIVERY.

(a) **Shipment and Risk of Loss.** Seller shall deliver Equipment sold hereunder to Buyer F.O.B. customer's facility. Partial delivery shall be permitted. Seller assumes risk of loss upon delivery of the Equipment to a common carrier at Seller's facility for delivery to Buyer, notwithstanding that title for Hardware shall pass to Buyer only upon full payment thereof.

(b) **Delivery Schedule.** Seller may confirm the estimated shipment and installation dates (if applicable) for each item of Equipment not delivered herewith, and may amend those dates as necessary. In no event shall Seller be liable for any delays in delivery.

7. ACCEPTANCE. Acceptance of Equipment (excluding Software) shall be accomplished by using test procedure and/or programs established by Seller. Such acceptance shall be at the time of completion of final tests at Seller's facilities, except as otherwise specified below. If Buyer has conveyed in writing its intention to witness final tests in Buyer's order, Seller will give Buyer prior notice of the date of such tests. Buyer shall be responsible for any charges that may be associated with witnessing said tests. If installation by Seller is included in the purchase price, acceptance will be at the installation site when Seller demonstrates that the applicable diagnostic and/or verification programs work properly. If Seller's demonstration of the programs at the installation site is delayed for more than fifteen (15) calendar days, except due to the fault of Seller, the Equipment will be deemed accepted. Should

any Equipment or part fail the acceptance procedures set forth above, Seller at its option shall repair or replace that Equipment or part.

8. PATENTS.

A. Seller will defend, at its expense, any action brought against Buyer to the extent based on a claim that the use of Equipment, within the scope of these terms and conditions, infringes any United States patent, trade secret or copyright, and Seller will indemnify Buyer from any costs, damages and fees finally awarded against Buyer in such action which are attributable to such claim; provided that Buyer notifies Seller promptly in writing of the claim, permits Seller to defend or settle the claim and provides all available information, assistance and authority to enable Seller to do so. Buyer shall have no authority to settle any claim on behalf of Seller.

B. Should Equipment become, or in Seller's option be likely to become, the subject of a claim of infringement of a patent, trade secret or copyright, Seller may (i) procure for Buyer, at no cost to Buyer, the right to continue to use the Equipment; (ii) replace or modify the Equipment, at no cost to Buyer, to make it non-infringing, provided that the same function is performed by the replacement or modified Equipment; or (iii) if the right to continue to use cannot be procured or the Equipment cannot be replaced or modified, terminate the right to use such Equipment, remove the Equipment and grant Buyer credit thereon as depreciated on a straight-line five (5) year basis.

C. Seller shall have no liability for any claim of patent, trade secret or copyright infringement based on the (i) use of other than the then-latest version of the Equipment from Seller, if such infringement could have been avoided by the use of the latest version made available to Buyer, but Buyer, with knowledge of actual or possible infringement, chose to retain the prior version; (ii) use or combination of the Equipment with software, hardware or other materials not provided by Seller; or (iii) design specifications provided by Buyer.

D. THIS ARTICLE STATES THE ENTIRE LIABILITY OF SELLER WITH RESPECT TO ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENTS, TRADE SECRETS OR COPYRIGHTS BY THE EQUIPMENT OR ANY PARTS OR USE THEREOF, AND SELLER SHALL HAVE NO ADDITIONAL LIABILITY (INCLUDING NO LIABILITY FOR

CONSEQUENT DAMAGES) WITH RESPECT THERETO.

9. INSTALLATION. Buyer may contract separately with Seller at additional expense (unless specified herein) for installation of Equipment by Seller.

10. TRAINING. Seller offers to provide Buyer with assistance, advice and training with respect to Buyer's use and operation of the Equipment, at Seller's charges then in effect.

11. MAINTENANCE SERVICES. Buyer may contract separately with Seller at additional expense for Hardware and Software maintenance service during and after expiration of any applicable warranty period.

12. CONFIDENTIAL AND PROPRIETARY INFORMATION. Subject to compliance with the Texas Public Information Act, Buyer acknowledges that Seller's Equipment, diagrams, specifications, documents and other materials and information furnished hereunder are valuable trade secrets, confidential and proprietary to Seller, whether so marked or otherwise. Buyer will not duplicate or disclose them to any person (except to employees as required for use of the equipment) without Seller's written authorization. Confidential and proprietary information excludes information already properly in the public domain.

13. EXPORT. Regardless of any disclosure by Buyer of the ultimate destination of Equipment, Buyer agrees not to export, directly or indirectly, any of Seller's Equipment without first obtaining all export licenses, permits and approvals required by the U.S. Department of Commerce or any other governmental agency.

14. GOVERNMENT CONTRACTS. If Buyer's purchase order is placed pursuant to a United States government contract, the government clauses required to be passed on to subcontractors are subject to review by Seller prior to final acceptance. Cost or pricing data shall be provided only upon prior notification to and written agreement of Seller. Unless otherwise agreed in writing, Seller shall retain all right, title and interest in any and all data to be provided pursuant to this order or contract. To the extent that any equipment is to be supplied to the United States Government, the following paragraph must be included in all contracts and purchase

orders for Equipment (including software) supplied to the U.S. Government under a prime contract or to a contractor operating under a U.S. Government Contract. "Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software Clause at 252.227-7013,"

15. LIMITED WARRANTY.

(a) **Hardware.** Hardware categorized by Seller as a transceiver or repeater and sold hereunder is warranted to be free from defects in material and workmanship for a period of one (1) year from date of shipment. Hardware not categorized by Seller as a transceiver or repeater and sold hereunder is warranted to be free from defects in material and workmanship for a period of ninety (90) days from date of shipment. Seller's sole responsibility shall be, at Seller's option, to repair or replace, during Seller's working hours, any component, which fails during the warranty period because of a defect in workmanship or materials. Expendable parts (such as fuses, lamps, filters and the like) and Hardware subject to mishandling, neglect, or improper testing, damage, or unauthorized repair, assembly or processing, are excluded from warranty. The warranty period on parts repaired or replaced under warranty shall terminate on the later of thirty (30) days after shipment thereof or the expiration of the original warranty period. The warranty extends only to the initial end user. To claim benefit of this warranty Buyer must provide proof of purchase and written notification of nonconformance within the applicable period, obtain Seller's written authorization to return the nonconforming equipment. The equipment to be in protected shipping containers to Seller's plant at Buyer's expense within thirty (30) days of expiration of the warranty period.

(b) **Software.** Software is licensed "as is", without warranty, except that the media on which Software is recorded will be replaced without charge if defective and if returned within ninety (90) days of receipt by Buyer.

16. LIMITATION OF LIABILITY. The warranties and liabilities set forth in Paragraph 15 (Limited Warranty) and Paragraph 8 (Patents, Trade Secrets) are exclusive and establish Seller's only obligations and Buyer's sole remedy with respect to the Equipment and this Agreement, regardless of the form of the action,

whether in warranty or tort or otherwise. **SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES CLAIMED BY BUYER BASED ON ANY THIRD PARTY CLAIM. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY OTHER DAMAGES, INCLUDING INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LIABILITY FOR LOSS OF DATA, LOSS OF PROFITS OR ATTORNEYS FEES, REGARDLESS OF THE FORM OF THE ACTION OR WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SELLER'S TOTAL LIABILITY ARISING FROM THIS AGREEMENT OR ITS PROVISIONS OR USE OF EQUIPMENT FURNISHED HEREUNDER EXCEED THE PURCHASE PRICE OR LICENSE FEE OF THE EQUIPMENT.**

17. INDEMNIFICATION. To the extent allowed by the laws of the State of Texas, Buyer shall indemnify and hold Seller harmless from any and all damage, loss and liability (including reasonable attorney's fees) arising out of or relating to Buyer's possession, use or resale of the Equipment, provided that the same was not caused solely by the fault of Seller. This obligation shall survive the expiration or termination of this Agreement by either party for any reason.

18. TERMINATION.

(a) **Default.** Seller may terminate this Agreement if the Buyer breaches or is in default of any obligation hereunder which default is incapable of cure or which, being capable of cure, has not been cured within seven (7) days after receipt of notice of such default. Buyer shall be deemed in default for failure to pay Seller any amount when due.

(b) **Acts of Insolvency.** Either party may terminate this Agreement by written notice to the other if the other becomes insolvent, makes a general assignment for the benefit of creditors, has a receiver appointed for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law

whether domestic or foreign, or winding up or liquidating its business.

(c) **Force Majeure Event.** Seller shall not be liable or deemed in default hereunder for delays in delivery or performance due to any cause beyond its reasonable control, including without limitation, acts of God, acts of Buyer, strikes, labor disputes or commercial impracticability, including inability to obtain necessary materials, components, service or facilities.

(d) **Return of Equipment and Documents.** Should this Agreement be terminated by Seller on account of Buyer's default and before Buyer has paid for the Equipment, Seller may repossess the Equipment by directing Buyer in writing to deliver the Equipment within thirty (30) days at Buyer's expense to Seller's designated facility. Upon termination or expiration, Buyer shall deliver to Seller all material furnished by Seller pertaining to the Equipment, including all documentation, and shall not retain copies of same or of any material deemed by Seller to be confidential or proprietary.

19. ENTIRE AGREEMENT. THIS CONTRACT, TOGETHER WITH ANY OTHER WRITTEN AGREEMENTS SIGNED BY THE PARTIES, CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN SELLER AND BUYER, AND SUPERSEDES ALL ORAL OR WRITTEN PROPOSALS, PRIOR AGREEMENTS AND OTHER PRIOR COMMUNICATIONS BETWEEN THE PARTIES CONCERNING THE SUBJECT MATTER OF THE CONTRACT, INCLUDING ANY TERMS CONTAINED IN BUYER'S PURCHASE ORDERS OR OTHER DOCUMENTS.

No subsequent representation or promise and no amendment or agreement relating to this contract shall be binding unless in writing signed by the parties.

20. MISCELLANEOUS.

Non-appropriation. Customer may terminate this Contract, without recourse, if funds sufficient to pay

obligations hereunder are not appropriated by the legislative body on behalf of local governments, or by the Texas Legislature on behalf of state agencies. In the event of non-appropriation, Seller shall be provided ten (10) days written notice of intent to terminate.

(a). **Assignment.** Buyer shall not assign or subcontract its obligations under this Agreement, in whole or in part, or any interest therein, without Seller's prior written consent.

(b). **Use of Name.** Buyer shall not use the name of the Seller for advertising or other such purposes without the prior written approval of Seller.

(c) **Applicable Law.** The Agreement shall be governed by the laws of the State of Texas.

(d). **Severability.** The invalidity in whole or in part of any provision of this Agreement shall not affect the enforceability of the remainder of its provisions.

(e). **Notices.** Any notice or other communication hereunder shall be in writing.

(f) **Waiver.** No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

ENTERASYS NETWORKS SALES AND SERVICE, INC. (Seller)

BY: _____
NAME: _____
TITLE: _____
DATED: _____

BUYER
BY: _____
NAME: _____
TITLE: _____
DATED: _____

Appendix E ENTERASYS.

TABLE

Part number	Part Number Description	List	Discount	Price
Chassis and Components				
6C107	7 Slot Matrix e7 Chassis, requires 20 Amp power outlet	\$6,995.00	36.00%	\$4,476.80
6C207-1	AC Input Power Supply Module for the 6C107, requires 20 Amp power outlet	\$1,995.00	36.00%	\$1,276.80
6C407	Spare Fan Tray Module for the 6C107	\$695.00	36.00%	\$444.80
Fast Ethernet				
6H302-48	48 Port RJ 45 10/100 Switch for the 6C105/6C107	\$12,995.00	36.00%	\$8,316.80
6H303-48	48 Port RJ21 10/100 Switch - 6C105/6C107	\$12,995.00	36.00%	\$8,316.80
6H308-24	24 MTRJ 100Base FX MMFiber switch	\$19,495.00	36.00%	\$12,476.80
6H308-48	48 MTRJ 100Base FX MMFiber switch	\$26,995.00	36.00%	\$17,276.80
6H352-25	24 RJ45 10/100 Switch w/VHSIM - 6C105/6C107	\$10,695.00	36.00%	\$6,844.80
Gigabit				
6G302-06	6 port RJ45 1000BaseT	\$9,995.00	36.00%	\$6,396.80
6G306-06	6 Port Gigabit Ethernet Switching Module for the 6C105/6C107. GPIMs (GBICs) ordered separately	\$9,995.00	36.00%	\$6,396.80
Routing Options				
6SSRLC-FX-AA	8-port 100Base-FX (MTRJ)	\$6,495.00	36.00%	\$4,156.80
6SSRLC-LX70-AA	1-port 1000Base-LX 70 KM	\$10,995.00	36.00%	\$7,036.80
6SSRLC-LX-AA	2-port 1000Base-LX	\$6,495.00	36.00%	\$4,156.80
6SSRLC-SER-AA	2-port Serial	\$2,995.00	36.00%	\$1,916.80
6SSRLC-SERC-AA	4-port Serial w/compression	\$6,495.00	36.00%	\$4,156.80
6SSRLC-SERCE-AA	4-port Serial w/compression + encryption	\$8,495.00	36.00%	\$5,436.80
6SSRLC-SX-AA	2-port 1000Base-SX	\$3,495.00	36.00%	\$2,236.80
6SSRLC-TX-AA	8-port 10/100Base-TX	\$2,495.00	36.00%	\$1,596.80
6SSRM-02	SmartSwitch Router Module for the SmartSwitch 6000	\$8,995.00	36.00%	\$5,756.80
Chassis and Components				
6C105	5 slot SmartSwitch 6000 chassis with modular fan tray and two slots for power supplies (power supplies not included, fan tray ships with chassis).	\$2,995.00	36.00%	\$1,916.80
6C205-2	510 Watt DC (36 to 72 Volts) power supply for the SmartSwitch 6000 (6C105).	\$2,795.00	36.00%	\$1,788.80
6C205-3	510 Watt AC (100 to 250 Volts) power supply for SmartSwitch 6000 (6C105).	\$1,235.00	36.00%	\$790.40
6C405	Fan tray for the SmartSwitch 6000 (ships with the chassis, purchase only if spare is needed)	\$465.00	36.00%	\$297.60
Ethernet				
6E128-26	24 port 10BaseT SmartSwitch module for the SmartSwitch 6000 (24 ports via MMF ST connectors, plus two FEPIM slots). Purchase FEPIMs separately.	\$9,995.00	36.00%	\$6,396.80
6E129-26	24 port ethernet SmartSwitch module for the SmartSwitch 6000 (24 ports via SMF ST connectors, plus two FEPIM slots). Purchase FEPIMs separately.	\$19,995.00	36.00%	\$12,796.80
6E138-25	24 port SmartSwitch module for the SmartSwitch 6000 (24 ports via MMF ST connectors and one HSIM slot). Purchase HSIM separately.	\$9,995.00	36.00%	\$6,396.80
6E233-49	48 port ethernet module for the SmartSwitch 6000. Includes 48 ports via four telcos and one HSIM slot.	\$7,495.00	36.00%	\$4,796.80
Fast Ethernet				
6H202-24	High Performance 10/100 Fast Ethernet module for the SmartSwitch 6000 with 24-ports via RJ45 interfaces.	\$6,995.00	36.00%	\$4,476.80
6H203-24	24 port 10/100 switching module for the SmartSwitch 6000 via two RJ21 ports.	\$7,995.00	36.00%	\$5,116.80
6H252-17	High Performance 10/100 Fast Ethernet module for the SmartSwitch 6000 with 16-ports via RJ45 interfaces and one high speed uplink slot (VHSIM). Purchase VHSIM separately.	\$6,495.00	36.00%	\$4,156.80
6H253-13	12 port 10/100 Fast Ethernet Switching module for the SmartSwitch 6000 via one RJ21 Connector. Includes one VHSIM slot.	\$6,495.00	36.00%	\$4,156.80
6H258-17	16 port 100BaseFX switch module for the SmartSwitch 6000. 16 MMF ports via MT-RJ connectors and one VHSIM slot.	\$12,995.00	36.00%	\$8,316.80
6H259-17	16 port 100BaseFX switch module for the SmartSwitch 6000. 16 SMF ports via MT-RJ connectors and one VHSIM slot. (Build to order)	\$27,995.00	36.00%	\$17,916.80
6H262-18	10/100/1000 module for the SS6000. 16 auto-negotiable switched Fast Ethernet ports via RJ45 and two GPIM slots. GPIMs sold separately	\$5,995.00	36.00%	\$3,836.80
Chassis and Components				
5C105	5 slot Matrix E5 chassis w/ modular fan tray and 2 slots for power supplies (power supplies not included, fan tray ships w/ chassis)	\$2,995.00	36.00%	\$1,916.80
5C205-3	510 Watt AC (100 to 250 Volts) power supply for 5C105.	\$1,235.00	36.00%	\$790.40

Part number	Part Number Description	List	Discount	Price
5C405	Fan tray for the Matrix E5 (ships with the chassis, purchase only if spare is needed).	\$465.00	36.00%	\$297.60
Fast Ethernet				
5H103-48	48 Port RJ-21 10/100 switch	\$5,495.00	36.00%	\$3,516.80
5H152-50	48 port RJ45 with optional GbE uplink	\$5,995.00	36.00%	\$3,836.80
5H153-50	48 port RJ21 with optional GbE uplink	\$5,995.00	36.00%	\$3,836.80
Gigabit				
5G102-06	6 port Gig switch (1000bT RJ45 ports)	\$5,495.00	36.00%	\$3,516.80
5G106-06	6 port Gig switch (4 fixed SX and 2 modular GBIC	\$4,995.00	36.00%	\$3,196.80
Routing Options				
5SSRM-02	SmartSwitch Router Module for the Matrix E5	\$8,995.00	36.00%	\$5,756.80
Platform-Specific Uplinks - Gigabit				
5PIM-G02	2 port 1000bTX uplink module for 5H15X-50	\$1,995.00	36.00%	\$1,276.80
5PIM-G06	2 port GBIC uplink module for 5H15X-50	\$1,595.00	36.00%	\$1,020.80
Matrix E2 (SmartSwitch 2000)				
Ethernet				
2E253-49R	SmartSwitch 2200 with 48 ethernet ports via 4 telcos (RJ21s), one HSIM/VHSIM slot, and redundant power. Purchase HSIM/VHSIM separately.	\$5,995.00	36.00%	\$3,836.80
2E48-27R	SmartSwitch 2200 with two power supplies, 24 switched 10BaseFL ports via MMF ST, two FEPIM slots, and one HSIM slot for uplinks. Purchase FEPIMs and HSIM separately.	\$9,995.00	36.00%	\$6,396.80
Fast Ethernet				
2H252-25R	SmartSwitch 2200 10/100 Fast Ethernet Workgroup Switch with 24-ports via RJ45 interfaces and one high speed uplink slot (VHSIM). Purchase VHSIM separately.	\$4,995.00	36.00%	\$3,196.80
2H252-25RDC	SmartSwitch 2200 10/100 Fast Ethernet Workgroup Switch with DC power, 24-ports via RJ45 interfaces and one high speed uplink slot (VHSIM). Purch VHSIM separately. (Build to order)	\$7,995.00	36.00%	\$5,116.80
2H253-25R	24 port 10/100 SmartSwitch 2200 workgroup switch via two RJ21 connectors. Includes redundant internal power supplies and one VHSIM/HSIM slot.	\$4,995.00	36.00%	\$3,196.80
2H258-17R	16 port 100BaseFX SmartSwitch 2200 workgroup switch via MT-RJ connectors. Includes redundant internal power supplies and one VHSIM slot.	\$12,995.00	36.00%	\$8,316.80
Matrix E1				
Fast Ethernet				
1H582-51	48 Port 10/100 Standalone switch w/3 option slots	\$5,995.00	36.00%	\$3,836.80
Gigabit				
1G582-09	6 Port 10/100/1000 switch w/3 option slots	\$9,995.00	36.00%	\$6,396.80
1G694-13	L2 standalone 8 fixed 1000BaseSX via MT-RJ, 4 mini-GBICs, one uplink for 10Gbps mod.	\$14,995.00	36.00%	\$9,596.80
Platform-Specific Uplinks - Gigabit				
1G-2GBIC	2 Port GBIC uplink	\$995.00	36.00%	\$636.80
1G-2TX	2 Port 1000Base-T uplink	\$1,295.00	36.00%	\$828.80
1H-16TX	16 Port 10/100 uplink	\$1,595.00	36.00%	\$1,020.80
MGBIC-LC01	1000Base-SX Mini GBIC w/LC connector for 1G694-13	\$495.00	36.00%	\$316.80
MGBIC-LC09	1000Base-LX Mini GBIC w/LC connector for 1G694-13	\$1,495.00	36.00%	\$956.80
MGBIC-MT01	1000Base-SX Mini GBIC w/MTRJ connector for 1G694-13	\$495.00	36.00%	\$316.80
Platform-Specific Uplinks - 10Gigabit				
ZPIM1-01	10Gbps uplink mod for the 1G694-13	\$9,995.00	36.00%	\$6,396.80
Matrix 6000 (SmartSwitch 6000)				
Fast Ethernet				
HSIM-FE6	Fast ethernet high speed interface module (HSIM) with two FEPIM slots. Purchase FEPIMs separately.	\$1,295.00	36.00%	\$828.80
Gigabit				
HSIM-G01	Gigabit Ethernet HSIM for any HSIM Host System. Single port support via P802.3z 1000BaseSX (Short-wave) MMF SC.	\$3,595.00	36.00%	\$2,300.80
HSIM-G09	Gigabit Ethernet HSIM for any HSIM Host System. Single port support via P802.3z 1000BaseLX (Long-wave) MMF/SMF SC.	\$3,995.00	36.00%	\$2,556.80
VHSIM2-A6DP	45Mbps - 622Mbps ATM VHSIM	\$3,995.00	36.00%	\$2,556.80
VHSIM-G02	2 port RJ-45 1000Base-T VHSIM	\$2,495.00	36.00%	\$1,596.80
VHSIM-G6	Gigabit Ethernet VHSIM for next generation SmartSwitch 6000/2000 products, connectivity provided via hot swappable GPIMs.	\$1,995.00	36.00%	\$1,276.80
FDDI				
HSIM-F6	FDDI High Speed Interface Module for the SmartSwitch 2000 and 6000 family. Supports two FPIMs, both purchased separately.	\$2,295.00	36.00%	\$1,468.80
Wide Area				
HSIM-SSR-600	HSIM-SSR-600 with dual SWPIM slots, 10/100 Enet, CRS	\$2,995.00	36.00%	\$1,916.80

Part number	Part Number Description	List	Discount	Price
HSIM-W84	4 port WAN HSIM (high speed interface module). Supports four T1 interfaces via four RJ48 interfaces. Supports IP/IPX routing.	\$5,995.00	41.62%	\$3,500.00
HSIM-W85	High Speed Interface module (HSIM) with 8 T1 ports and one ethernet port.	\$8,995.00	36.00%	\$5,756.80
HSIM-W87	Wide area network HSIM. Supports a fully fractionalized DS3 interface via dual coaxial connectors.	\$10,995.00	36.00%	\$7,036.80

ATM

HSIM-A6DP	ATM High Speed Interface Module for the SmartSwitch 6000 and 2000 family. Supports two APIMS, both purchased separately. One primary port, one redundant.	\$3,145.00	36.00%	\$2,012.80
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Fast Ethernet

FE-100F3	Fast ethernet port interface module (PIM), singlemode fiber via SC connectors.	\$2,195.00	47.88%	\$1,144.00
FE-100FX	Fast ethernet port interface module (PIM), multimode fiber, SC connectors.	\$725.00	52.00%	\$348.00
FE-100LH	66km Long-haul 100BaseFX Fast Ethernet Port Interface Module (SC connector)	\$3,995.00	36.00%	\$2,556.80
FE-100TX	Fast ethernet port interface module (PIM), cat 5 UTP 100BaseTX via RJ45 port.	\$425.00	52.00%	\$204.00

Gigabit

GPIM-01	Gigabit ethernet Port Interface Module (GPIM), 1000BaseSX.	\$495.00	36.00%	\$316.80
GPIM-08	Long Haul GPIM (70Km)	\$6,995.00	36.00%	\$4,476.80
GPIM-09	Gigabit ethernet Port Interface Module (GPIM), 1000BaseLX.	\$1,295.00	36.00%	\$828.80

FDDI

FPIIM-00	FDDI port interface module (PIM) with one multimode fiber port, MIC connectors.	\$495.00	44.44%	\$275.00
FPIIM-01	FDDI port interface module (PIM) with one multimode fiber port, SC connectors.	\$495.00	46.67%	\$264.00
FPIIM-02	FDDI port interface module (PIM) with one unshielded twisted pair port, RJ45 connectors.	\$250.00	38.40%	\$154.00
FPIIM-17	FDDI Port Interface Module (PIM) with a single mode fiber long reach interface and SC connectors. Can support distances up to 40 km.	\$3,195.00	51.99%	\$1,534.00

ATM

APIM-21	ATM port interface module (PIM) - 155 Mbps SONET OC3 multimode fiber, SC connector.	\$1,195.00	57.32%	\$510.00
APIM-22	ATM port interface module (PIM) - 155 Mbps SONET category 5 UTP, RJ45 connector.	\$695.00	51.94%	\$334.00
APIM-29	ATM port interface module (PIM) - 155 Mbps SONET OC3 singlemode fiber, SC connector.	\$5,995.00	64.77%	\$2,112.00
APIM-29LR	ATM port interface module (PIM) - 155 Mbps SONET OC3 singlemode fiber, SC connector (Long Reach version).	\$6,495.00	57.34%	\$2,771.00
APIM-67	ATM port interface module (PIM) - 45 Mbps DS3 coaxial cable, BNC connector.	\$795.00	46.67%	\$424.00
VAPIM-31	OC12 ATM port interface modules (APIM). 1 MMF port via SC connector. To be used with the VHSIM-A6DP only.	\$2,295.00	36.00%	\$1,468.80
VAPIM-39	OC12 ATM port interface modules (APIM). 1 SMF (short reach) port via SC connector. To be used with the VHSIM-A6DP only.	\$3,495.00	36.00%	\$2,236.80
VAPIM-39LR	OC12 ATM port interface modules (APIM). 1 SMF (long reach) port via SC connector. To be used with the VHSIM-A6DP only.	\$4,495.00	36.00%	\$2,876.80

LB-6E233-49BK	6E233-49 Black Label Upgrade Kit	\$0.00		\$0.00
LB-6H202-24BK	6H202-24 Black Label Upgrade Kit	\$0.00		\$0.00
LB-6H203-24BK	6H203-24 Black Label Upgrade Kit	\$0.00		\$0.00
LB-6H252-17BK	6H252-17 Black Label Upgrade Kit	\$0.00		\$0.00
LB-6H253-13BK	6H253-13 Black Label Upgrade Kit	\$0.00		\$0.00
LB-6H258-17BK	6H258-17 Black Label Upgrade Kit	\$0.00		\$0.00
LB-6H262-18BK	6H262-18 Black Label Upgrade Kit	\$0.00		\$0.00
LB-6H302-48BG	6H302-48 Beige Label Upgrade Kit	\$0.00		\$0.00
LB-6M146-04BK	6M146-04 Black Label Upgrade Kit	\$0.00		\$0.00
LB-HSIM-F6BK	HSIM-F6 Black Label Upgrade Kit	\$0.00		\$0.00
LB-HSIM-FE6BK	HSIM-FE6 Black Label Upgrade Kit	\$0.00		\$0.00
LB-HSIM-G01BK	HSIM-G01 Black Label Upgrade Kit	\$0.00		\$0.00
LB-HSIM-G09BK	HSIM-G09 Black Label Upgrade Kit	\$0.00		\$0.00
LB-VHSIM-G02BK	VHSIM-G02 Black Label Upgrade Kit	\$0.00		\$0.00
LB-VHSIM-G6BK	VHSIM-G6 Black Label Upgrade Kit	\$0.00		\$0.00

6000-IMPCTKT	6000 Impact kit	\$300.00	36.00%	\$192.00
6500-IMPCTKT	6500 Impact Kit	\$300.00	36.00%	\$192.00

Layer Three - Gigabit

VH-8G-L3	8 port std alone L2/3 Gigabit switch 6 fixed SC and 2 GBIC slots	\$6,295.00	36.00%	\$4,028.80
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Layer Three - Fast Ethernet

Part number	Part Number Description	List	Discount	Price
VH-2402-L3	24 port 10/100 L2/3 std alone switch w/1 dual port uplink mod	\$2,295.00	36.00%	\$1,468.80
<u>Layer Two - Gigabit</u>				
VH-8G	8 port Gigabit 1000Base-SX Std alone fixed SC connectors	\$4,995.00	36.00%	\$3,196.80
<u>Layer Two - Fast Ethernet</u>				
VH-2402S	Fast Ethernet stackable switch with 24 RJ-45 10/100TX ports, 2 rear option slots and modular mgt interface. One mgt module is required for each standalone or stack.	\$1,395.00	36.00%	\$892.80
VH-2402SM	24 10/100 2 uplink stackable switch incl. Mgt Module VH-SMGMGT	\$1,550.00	36.00%	\$992.00
VH-4802	48 10/100 RJ45 ports and 2 uplink slots for 10/100/1000 Mbps uplink cards includes built in management agent, standalone only, NO stacking	\$2,595.00	36.00%	\$1,668.80
VH-8TX1MF	stand alone 8 10/100RJ45 one fixed 100Mbps MMF port, built in management agent	\$995.00	36.00%	\$636.80
VH-8TX1UM	8 port TX 1 SMF uplink w/Mgt.	\$1,295.00	36.00%	\$828.80
<u>Platform-Specific Cables</u>				
ELS-VH-DC-CBL	DC power cable for VH-2402S, VH-8G, VH-4802 to ELS-S1DC	\$50.00	36.00%	\$32.00
VH-ELS-DC-CBL	DC power cable for ELS100-S24TX2M to VH-1RDC	\$50.00	36.00%	\$32.00
<u>Platform-Specific Uplinks - Gigabit</u>				
VHIM1000-S1GM	1 port GBIC uplink mod for the Vertical Horizon stacks/standalones	\$395.00	36.00%	\$252.80
VHIM1000-S1LX	Vertical Horizon series uplink mod. 1 port 1000Base-LX SC connector	\$1,595.00	36.00%	\$1,020.80
VHIM1000-S1SX	Vertical Horizon series uplink mod. 1 port 1000Base-SX SC connector	\$595.00	36.00%	\$380.80
VHIM1000-S1TX	1 port 1000Base T uplink mod for the Vertical Horizon stacks/standalones	\$549.00	36.00%	\$351.36
VHIM-2GBC-L3	2 GBIC slot L3 uplink for VH-2402-L3	\$500.00	36.00%	\$320.00
VHIM-2GSX-L3	2 port 1000BaseSX L3 uplink module for VH-2402-L3. SC connector	\$899.00	36.00%	\$575.36
VHIM-2GT-L3	2 port 1000BaseT L3 uplink for VH-2402-L3 RJ45 connector	\$599.00	36.00%	\$383.36
<u>Platform-Specific Uplinks - Fast Ethernet</u>				
VHIM100-S1SFX	Vertical Horizon series uplink mod. 1 port SMF 100BaseFX	\$1,395.00	36.00%	\$892.80
VHIM100-S2MFX	Vertical Horizon series uplink mod. 2 port MMF 100BaseFX	\$595.00	36.00%	\$380.80
<u>Accessories and Components</u>				
VH-1RDC	DC power supply for VH-2402S, VH-4802, VH-8G	\$695.00	36.00%	\$444.80
VH-SMGMGT	Vertical Horizon switch Mgt. Module	\$295.00	36.00%	\$188.80
VH-STACK	Vertical Horizon switch stacking module	\$395.00	36.00%	\$252.80

Part number	Part Number Description	List	Discount	Price
Chassis and Components				
ER16-AC	ERP AC Power Supply (Minimum 2 required, 3 or 4 required for redundancy)	\$2,595.00	36.00%	\$1,660.80
ER16-CK	Enterasys Routing Platform Clock Card Assembly (spare)	\$1,995.00	36.00%	\$1,276.80
ER16-CM3-128	Enterasys Routing Platform Control Module with 128 MB	\$15,995.00	36.00%	\$10,236.80
ER16-CM4-256	Xpedition ER16 CM4 w/ 256MB memory	\$19,995.00	36.00%	\$12,796.80
ER16-CS	Enterasys Routing Platform Base Chassis with one Switch Fabric Module and a clock card	\$21,995.00	36.00%	\$14,076.80
ER16-FN	Enterasys Routing Platform Fan Tray Assembly (spare)	\$3,495.00	36.00%	\$2,236.80
ER16-SF	Enterasys Routing Platform Switching Fabric Module (spare or redundancy)	\$11,495.00	36.00%	\$7,356.80
XP-PCMCIA-16LN	16 MB memory for the Xpedition	\$895.00	36.00%	\$572.80
XP-PCMCIA-32AT	32MB ATA memory for the Xpedition	\$1,095.00	36.00%	\$700.80
XP-SYS-FW-32	X-Pedition System Firmware on a 32-MB ATA PCMCIA card	\$3,995.00	36.00%	\$2,556.80
Gigabit				
ER16-04	Enterasys Routing Platform 4 Port 1000BASE 4 GBIC module	\$11,495.00	36.00%	\$7,356.80
ER16-08	Enterasys Routing Platform 8 Port 1000BASE GBIC module	\$17,295.00	36.00%	\$11,068.80
ER16-GTX32-04	ER16 4 port 1000BASE TX	\$8,495.00	36.00%	\$5,436.80
ER16-GTX32-08	ER16 8 port 1000BASE TX	\$11,995.00	36.00%	\$7,676.80
ER16-SX-08	Enterasys Routing Platform 8 Port 1000BASE-SX module	\$17,295.00	36.00%	\$11,068.80
Fast Ethernet				
ER16-HFX31-24	ER16 24 port 100BASE FX T MMF MTRJ	\$14,995.00	36.00%	\$9,596.80
ER16-HFX39-24	ER16 24 port 100BASE FX T SMF MTRJ	\$35,995.00	36.00%	\$23,036.80
ER16-TX-24	Enterasys Routing Platform 24 Port 10/100 BASE-TX module via RJ45	\$12,795.00	36.00%	\$8,188.80
ER16-TX-32	Enterasys Routing Platform 32 Port 100BASE-TX module via RJ21	\$12,995.00	36.00%	\$8,316.80
Serial				
ER16-SERC-04-AA	ER16 4 port Serial w/ compression WAN	\$7,495.00	36.00%	\$4,796.80
ER16-SERCE-04-A	ER16 4 port Serial w/ comp. and encrypt. WAN	\$9,495.00	36.00%	\$6,076.80
FDDI				
ER16-FDDI-02	ER16 2 port FDDI	\$9,995.00	36.00%	\$6,396.80
HSSI				
ER16-HSSI-02-CK	ER16 2 port High Speed Serial WAN	\$11,995.00	36.00%	\$7,676.80
ATM				
ER16-ATM29-02	ER16 2 port ATM OC3	\$10,995.00	36.00%	\$7,036.80
Platform-Specific Uplinks - FDDI				
XP-FPHY-01	MMF DAS Physical Interface Module	\$795.00	36.00%	\$508.80
XP-FPHY-02	UTP SAS Physical Interface Module	\$495.00	36.00%	\$316.80
XP-FPHY-09	SMF DAS Physical Interface Module	\$1,995.00	36.00%	\$1,276.80
Platform-Specific Uplinks - ATM				
XP-APHY-21	1 port OC-3 MMF Physical Interface Module	\$1,495.00	36.00%	\$956.80
XP-APHY-22	1 port OC-3 UTP Physical Interface Module	\$795.00	36.00%	\$508.80
XP-APHY-29IR	1 port OC-3 SMF-IR Physical Interface Module	\$3,495.00	36.00%	\$2,236.80
XP-APHY-67	1 port DS-3/T3 Physical Interface Module (Coax)	\$2,995.00	36.00%	\$1,916.80
XP-APHY-77	1 port E-3 Physical Interface Module (Coax)	\$3,495.00	36.00%	\$2,236.80
Chassis and Components				
SSR-16	SSR 8600 16 slot base-system including chassis, backplane, modular fan, and a single switch fabric module (SSR-SF-16) Requires CM2 Control Module	\$9,995.00	36.00%	\$6,396.80
SSR-8	SmartSwitch Router (SSR) 8000. 8 slot base system, including chassis, backplane and modular fan.	\$4,395.00	36.00%	\$2,812.80
SSR-CM2-64	New SmartSwitch Router (SSR) 8000 and 8600 Control Module with 64 MB memory	\$8,995.00	36.00%	\$5,756.80
SSR-CM2B-64	SSR-CM2-64 Control module w/64 MB memory respin	\$8,995.00	36.00%	\$5,756.80
SSR-CM3-128	SSR 8000 and 8600 Control Module with 128MB memory	\$12,495.00	36.00%	\$7,996.80
SSR-CM4-256	Xpedition 8X00 CM4 w/ 256MB memory	\$16,995.00	36.00%	\$10,876.80
SSR-FAN-16	SSR 8600 Fan Tray Module (Field Replacement Unit)	\$995.00	36.00%	\$636.80
SSR-FAN-8	SSR 8000 fan tray module. (Field Replacement Unit)	\$495.00	36.00%	\$316.80
SSR-MEM-128	X-Pedition 2400/8000/8600/ER16 128MB memory expansion kit.	\$1,995.00	36.00%	\$1,276.80
SSR-PCMCIA	SSR 8000 and 8600 8MB PCMCIA card (ships with SSR-RS-ENT, second required for redundant CM configuration)	\$495.00	36.00%	\$316.80
SSR-PS-16	Power Supply for the SmartSwitch Router (SSR) 8600.	\$2,995.00	36.00%	\$1,916.80
SSR-PS-16-DC	DC Power Supply Module for the SSR 8600	\$3,995.00	36.00%	\$2,556.80
SSR-PS-8	Power Supply Module for the SmartSwitch Router (SSR) 8000. Two may be used for load sharing redundancy.	\$1,595.00	36.00%	\$1,020.80

Part number	Part Number Description	List	Discount	Price
SSR-PS-8-DC	DC Power Supply Module for the SSR 8000	\$1,995.00	36.00%	\$1,276.80
SSR-RS-ENT	SmartSwitch Router Services for L2, L3, L4 Switching and IP (RipV2, OSPF) IPX (RIP/SAP) Routing, 1 required with every SSR chassis, shipped on PC card.	\$3,995.00	36.00%	\$2,556.80
SSR-SF-16	Switch fabric module for the SSR 8600. One module ships with the base system (SSR-16). Order only if second is required for redundancy.	\$4,995.00	36.00%	\$3,196.80
Gigabit				
SSR-GLH39-02	SSR 8000/8600 2 port 1000LX (70KM) Jumbo Frame Module	\$19,995.00	36.00%	\$12,796.80
SSR-GLX29-02-AA	2 port 1000BaseLX module for the SmartSwitch Router, SCLX ports (for MMF or SMF), and 16 MB of memory (supporting up to 2,000,000 flows per SSR system).	\$7,495.00	36.00%	\$4,796.80
SSR-GLX39-02	SSR 8000/8600 2 port 1000 LX Jumbo frame module	\$8,995.00	36.00%	\$5,756.80
SSR-GLX39-04	8X00 4 port 1000BASE LX	\$11,995.00	36.00%	\$7,676.80
SSR-GSX21-02-AA	2 port 1000BaseSX module for the SmartSwitch Router, SCSX (for MMF ports only) ports, and 16 MB of memory (supporting up to 2,000,000 flows per SSR system).	\$6,495.00	36.00%	\$4,156.80
SSR-GSX31-02	SSR 8000/8600 2 port 1000 SX Jumbo frame module	\$6,995.00	36.00%	\$4,476.80
SSR-GSX31-04	8X00 4 port 1000BASE SX	\$8,995.00	36.00%	\$5,756.80
SSR-GTX32-02	SSR 8000/8600 2 port 1000 Base-T module	\$3,495.00	36.00%	\$2,236.80
SSR-GTX32-04	8X00 4 port 1000BASE TX	\$5,995.00	36.00%	\$3,836.80
Fast Ethernet				
SSR-HFX21-08-AA	8 port 100BaseFX module for the SmartSwitch Router, MMF SC ports, and 16 MB of memory (supporting up to 2,000,000 flows per SSR system).	\$11,995.00	36.00%	\$7,676.80
SSR-HFX29-08-AA	8 port 100 FX module via SMF 16 MB memory (supporting up to 2,000,000 flows per SSR system) Build to order	\$19,995.00	36.00%	\$12,796.80
SSR-HTX12-08-AA	8 port 10/100BaseTX module for the SmartSwitch Router, Cat 5 RJ-45 ports, and 4 MB of memory (supporting up to 500,000 flows per SSR system).	\$3,995.00	36.00%	\$2,556.80
SSR-HTX22-08-AA	8 port 10/100BaseTX module for the SmartSwitch Router, Cat 5 RJ-45 ports, and 16 MB of memory (supporting up to 2,000,000 flows per SSR system).	\$5,995.00	36.00%	\$3,836.80
SSR-HTX32-16	SSR 8000/8600 16 port 10/100 TX Module	\$6,995.00	36.00%	\$4,476.80
FDDI				
SSR-FDDI-02	2 port FDDI base module (accepts DAS/SAS FPHY's)	\$8,995.00	36.00%	\$5,756.80
HSSI				
SSR-HSSI-02-AA	Dual port HSSI module for SSR 8000 and 8600	\$10,995.00	36.00%	\$7,036.80
SSR-HSSI-CAB	3 meter HSSI cable, male to male connector	\$175.00	36.00%	\$112.00
Serial				
SSR-SERC-04-AA	Quad port Serial module with compression for SSR 8000 and 8600	\$6,495.00	36.00%	\$4,156.80
SSR-SERCE-04-AA	Quad port Serial module with compression and encryption for SSR 8000 and 8600. (US and Canada Sales Only)	\$8,495.00	36.00%	\$5,436.80
Software Routing				
SSR-ARE	Software Routing Blade	\$14,995.00	36.00%	\$9,596.80
Impact Kits				
SSR-8-PS-IMPCT	SSR-8 Impact Kit	\$295.00	36.00%	\$188.80
ATM				
SSR-ATM29-02	2 port SSR 8000/8600 ATM base module	\$9,995.00	36.00%	\$6,396.80
Platform-Specific Uplinks - FDDI				
FPHY-01	MMF DAS	\$795.00	36.00%	\$508.80
FPHY-02	UTP SAS	\$495.00	36.00%	\$316.80
FPHY-09	SMF DAS	\$1,995.00	36.00%	\$1,276.80
Platform-Specific Uplinks - ATM				
APHY-21	1 port OC-3 MMF Physical Interface Module	\$1,495.00	36.00%	\$956.80
APHY-22	1 port OC-3 UTP Physical Interface Module	\$795.00	36.00%	\$508.80
APHY-29IR	1 port OC-3 SMF-IR Physical Interface Module	\$3,495.00	36.00%	\$2,236.80
APHY-67	1 port DS-3/T3 Physical Interface Module (Coax)	\$2,995.00	36.00%	\$1,916.80
APHY-77	1 port E-3 Physical Interface Module (Coax)	\$3,495.00	36.00%	\$2,236.80
APHY-82	1 port T-1 Physical Interface Module (UTP)	\$1,995.00	36.00%	\$1,276.80
APHY-92	1 port E-1 Physical Interface Module (UTP)	\$2,495.00	36.00%	\$1,596.80
Platform-Specific Cables				
SSR-449DTE-02	4 meter 2 lead cable and 2 male RS449 DTE (male) connectors	\$200.00	36.00%	\$128.00
SSR-530DTE-02	4 meter 2 lead cable and 2 RS530 DTE (male) connectors	\$200.00	36.00%	\$128.00
SSR-V35DTE-02	4 meter 2 lead cable and 2 male V35 DTE (male) connectors	\$200.00	36.00%	\$128.00
SSR-X21DTE-02	4 meter 2 lead cable and 2 male X21 DTE (male) connectors	\$175.00	36.00%	\$112.00
Base Units				
SSR-2-B128	SSR 2000 Base System with 16 10/100 TX ports, 2 expansion slots, 128 MB memory. Include SSR router services software and redundant pwr supply.	\$4,495.00	36.00%	\$2,876.80

Part number	Part Number Description	List	Discount	Price
SSR-2-GSX	SmartSwitch Router (SSR) 2100. 8 port 1000 Base-SX fixed config. Includes redundant power supplies, routing software, and Corewatch.	\$14,995.00	36.00%	\$9,596.80
SSR-2-PKG128	SSR2000 bundle with 128 MB, 24 10/100BaseTX ports and a 2 port 1000BaseSX expansion module. Includes SSR Services and redundant power supply.	\$9,995.00	36.00%	\$6,396.80
Gigabit				
SSR-2-LX70-AA	1 port 70km 1000BaseLX Gigabit Ethernet module for the SSR-2000 (Build to order)	\$10,995.00	36.00%	\$7,036.80
SSR-2-LX-AA	2 port 1000BaseLX expansion module for the SSR 2000.	\$6,495.00	36.00%	\$4,156.80
SSR-2-SX-AA	2 port 1000BaseSX expansion module for the SSR 2000.	\$3,495.00	36.00%	\$2,236.80
Fast Ethernet				
SSR-2-FX-AA	8 port 100BaseFX expansion module for SSR 2000 with MT-RJ connectors.	\$6,495.00	36.00%	\$4,156.80
SSR-2-TX-AA	8 port 10/100BaseTX expansion module for the SSR 2000	\$2,495.00	36.00%	\$1,596.80
HSSI				
SSR-2-HSSI-AA	SSR 2000 2 port HSSI Module	\$10,995.00	36.00%	\$7,036.80
Serial				
SSR-2-SER-AA	Dual port Serial module for SSR 2000	\$2,995.00	36.00%	\$1,916.80
SSR-2-SERC-AA	Quad port Serial module with compression for SSR 2000	\$6,495.00	36.00%	\$4,156.80
SSR-2-SERCE-AA	Quad port Serial module with compression and encryption for SSR 2000 (US and Canada Sales Only)	\$8,495.00	36.00%	\$5,436.80
Accessories				
SSR-2000-RKMT	2000 Rackmount Kit	\$250.00	36.00%	\$160.00
SSR-2100-RKMT	2100 Rackmount Kit	\$250.00	36.00%	\$160.00
Units				
SSR-600-D	SmartSwitch Router 600 W/two SWPIM slots & two 10/100 Enet, CRS, Redundant Power Supplies	\$2,995.00	26.01%	\$2,216.00
SSR-600-S	SmartSwitch Router 600 W/two SWPIM slots & two 10/100 Enet, CRS, Single Power Supply	\$2,495.00	26.01%	\$1,846.00
Port Level Uplinks - Wide Area				
SWPIM-BRI	ISDN-BRI Physical Interface Slide-in Module with two 64kbps B channels and one 16kbps D channel (TE, NT, U and S/T supported)	\$495.00	36.00%	\$316.80
SWPIM-DDS	DDS Physical Interface Slide-in Wan Module with built-in CSU/DSU supporting data rates of 56 and 64 Kbps for North American Standards	\$695.00	36.00%	\$444.80
SWPIM-E1	E1 Physical Interface Slide-in Wan Module with built-in CSU/DSU. Supports Time Division Multiplexing (TDM) for channelization of up to 31 channels	\$825.00	36.00%	\$528.00
SWPIM-SY	Sync/Async Physical Interface Slide-in Wan Module (RS449,RS530, RS530A, RS232, X.21, V.35) supporting data rates from 2.4 Kbps to 2.048 Mbps	\$495.00	36.00%	\$316.80
SWPIM-T1	T1 Physical Interface Slide-in Wan Module with built-in CSU/DSU. Supports Time Division Multiplexing (TDM) for channelization of up to 24 channels	\$825.00	36.00%	\$528.00
Accessories				
SSR-600-CRS	Enterasys Routing Software Cdrom	\$100.00	26.00%	\$74.00
SSR-600-ECM	Encryption/Compression Accelerator module	\$995.00	26.03%	\$736.00
SSR-600-RCK-KIT	Rackmount brackets for SSR-600	\$50.00	26.00%	\$37.00
Base Units				
XP-2400-256	X-Pedition 2000 w/256 MB of memory	\$6,495.00	36.00%	\$4,156.80
XP-2-ATM29-02	XP-2400 2 ATM OC3	\$7,995.00	36.00%	\$5,116.80
XP-2-FX-AA	X-Pedition 2400 8 port 100 FX module w/ MT-RJ connectors	\$6,495.00	36.00%	\$4,156.80
XP-2-HSSI-CK	HSSI blade for XP-2400 with internal clocking support	\$10,995.00	36.00%	\$7,036.80
XP-2-LX70-AA	X-Pedition 2400 1 port 70km 1000BaseLX Gigabit Ethernet module	\$10,995.00	36.00%	\$7,036.80
XP-2-LX-AA	X-Pedition 2400 2 port 1000BaseLX module	\$6,495.00	36.00%	\$4,156.80
XP-2-RKMT	Rackmount Kit for XP-2400 & XP2100	\$250.00	36.00%	\$160.00
XP-2-SER-AA	X-Pedition 2400 dual port Serial module	\$2,995.00	36.00%	\$1,916.80
XP-2-SERC-AA	X-Pedition 2400 Quad port Serial module with compression	\$6,495.00	36.00%	\$4,156.80
XP-2-SERCE-AA	X-Pedition 2400 Quad port Serial module with compression & encryption	\$8,495.00	36.00%	\$5,436.80
XP-2-SX-AA	X-Pedition 2400 2 port 1000BaseSX expansion module	\$3,495.00	36.00%	\$2,236.80
XP-2-TX-AA	X-Pedition 2400 8 port 10/100 TX module	\$2,495.00	36.00%	\$1,596.80
Base Units				
XSR-1805	X-Pedition Security Router base system	\$1,495.00	36.00%	\$956.80
NIM-232-CAB-04	4 port RS232/EIA530 DTE serial cable for NIM-SER-xx	\$125.00	36.00%	\$80.00
NIM-449-CAB-04	4 port EIA 449 DTE serial cable for NIM-SER-xx	\$125.00	36.00%	\$80.00

Part number	Part Number Description	List	Discount	Price
NIM-CT1/E1-01	1 Port Channelized T1/E1 DSU/CSU NIM	\$1,195.00	36.00%	\$764.80
NIM-CT1/E1-02	2 Port Channelized T1/E1 DSU/CSU NIM	\$1,795.00	36.00%	\$1,148.80
NIM-CT1/E1-04	4 Port Channelized T1/E1 DSU/CSU NIM	\$2,695.00	36.00%	\$1,724.80
NIM-DBU1-CAB-04	4 port combination V.35 /RS232 DTE serial cable for NIM-SER-xx	\$150.00	36.00%	\$96.00
NIM-SER-02	2 Port High speed serial NIM	\$695.00	36.00%	\$444.80
NIM-SER-04	4 Port High speed serial NIM	\$1,095.00	36.00%	\$700.80
NIM-T1/E1-01	1 Port Fractional T1/E1 DSU/CSU NIM	\$795.00	36.00%	\$508.80
NIM-T1/E1-02	2 Port Fractional T1/E1 DSU/CSU NIM	\$1,195.00	36.00%	\$764.80
NIM-T1/E1-04	4 Port Fractional T1/E1 DSU/CSU NIM	\$1,495.00	36.00%	\$956.80
NIM-V35-CAB-04	4 port V.35 DTE serial cable for NIM-SER-xx	\$125.00	36.00%	\$80.00
NIM-X21-CAB-04	4 port X.21 DTE serial cable for NIM-SER-xx	\$125.00	36.00%	\$80.00

Part number	Part Number Description	List	Discount	Price
Access Point				
CSWS-AA	RoamAbout Access Point (North American Model)	\$699.00	36.00%	\$447.36
CSWS-AB	RoamAbout Access Point (for sale outside North America)	\$699.00	36.00%	\$447.36
RBTR1-AB	European version of the SOHO A/P	\$399.00	36.00%	\$255.36
RBTR1-AK	United Kingdom version of the SOHO A/P	\$399.00	36.00%	\$255.36
RBTR1-AU	Australia version of the SOHO A/P	\$399.00	36.00%	\$255.36
RBTR1-AX	North American version of SOHO Access Point	\$399.00	36.00%	\$255.36
RBTR2-AB	Wireless Access Platform with 110/220 v inputs worldwide	\$1,349.00	36.00%	\$863.36
Individual Cards				
CSIBD-AA	11Mbps PC Card (FCC) For use in Client devices and Access Points	\$139.00	21.00%	\$109.81
CSIBD-AA-128	128bit Encrypt PC Card (FCC)	\$149.00	21.00%	\$117.71
CSIBD-AB	11Mbps PC Card (ESTI) For use in Client devices and Access Points	\$139.00	21.00%	\$109.81
CSIBD-AB-128	128bit Encrypt PC Card (ESTI)	\$149.00	21.00%	\$117.71
CSILD-AB	11Mbps Low Power PC Card (ESTI) with 40 bit encryption for building to building applications	\$489.00	36.00%	\$312.96
CSILD-AB-128	11Mbps Low Power PC Card (ESTI) For building to building applications. Includes 128 High Encryption	\$499.00	36.00%	\$319.36
CSWS-AA-128	CSWS-AA plus 128 bit radio card	\$849.00	36.00%	\$543.36
Card Six Packs				
CS6D-AA	RoamAbout PC Radio Card, FCC, 6 Pack For use in Client devices and Access Points	\$799.00	21.00%	\$631.21
CS6D-AA-128	RoamAbout 128bit Encrypt PC Radio Card, FCC, 6 Pack	\$849.00	21.00%	\$670.71
CS6D-AB	RoamAbout PC Radio Card, ESTI, 6 Pack For use in Client devices and Access Points	\$799.00	21.00%	\$631.21
CS6D-AB-128	RoamAbout 128bit Encrypt PC Radio Card, ESTI, 6 Pack	\$849.00	21.00%	\$670.71
Card Forty Packs				
CS40D-AA	40 pack of CSIBD-AA	\$5,199.00	21.00%	\$4,107.21
CS40D-AA-128	40 pack of CSIBD-AA-128	\$5,599.00	21.00%	\$4,423.21
CS40D-AB	40 pack of CSIBD-AB	\$5,199.00	21.00%	\$4,107.21
CS40D-AB-128	40 pack of CSIBD-AB-128	\$5,599.00	21.00%	\$4,423.21
Starter/Startup Kit				
CS6D-AA-SP6	RoamAbout Startup Pack, FCC, 1AP,6Cards,1Antenna	\$1,499.00	26.00%	\$1,109.26
CS6D-AB-SP6	RoamAbout Startup Pack, ESTI, 1AP,6Cards,1Antenna	\$1,499.00	26.00%	\$1,109.26
RBT6D-AA-SP6	R2 US Starter Kit	\$2,279.00	26.00%	\$1,686.46
RBT6D-AB-SP6	R2 International Starter Kit	\$2,279.00	26.00%	\$1,686.46
Indoor				
RBTBD-AA-SC	R2 Indoor Demo Kit for North America	\$2,029.00	26.00%	\$1,501.46
RBTBD-AB-SC	R2 Indoor Demo Kit - International	\$2,029.00	26.00%	\$1,501.46
Outdoor				
RBTED-AA-SC	R2 Outdoor Demo Kit for North America	\$3,079.00	36.00%	\$1,970.56
RBTED-AB-SC	R2 Outdoor Demo Kit - International	\$3,779.00	26.00%	\$2,796.46
Directional				
CSIED-AA	Outdoor Solution, 11Mbps,14dBi,FCC	\$1,649.00	36.00%	\$1,055.36
CSIED-AB	Outdoor Solution, 11Mbps,14dBi,ETSI	\$1,999.00	36.00%	\$1,279.36
RBTED-AA	R2 Directional Bundle for North America	\$2,299.00	36.00%	\$1,471.36
RBTED-AB	R2 Directional Bundle for International	\$2,649.00	36.00%	\$1,695.36
Omnidirectional				
CSIED-AA-M07	RoamAbout Omni Directional Outdoor Solution	\$1,499.00	36.00%	\$959.36
CSIED-AB-M07	RoamAbout Omni Directional Outdoor Solution. (ETSI)	\$1,499.00	36.00%	\$959.36
RBTED-AA-M07	R2 Omni Directional Bundle for North America	\$2,149.00	36.00%	\$1,375.36
RBTED-AB-M07	R2 Omni Directional Bundle for International	\$2,149.00	36.00%	\$1,375.36
Software				
CSIPT-MP	RoamAbout Point to Multi Point Software License	\$495.00	36.00%	\$316.80
CSIPT-RK	Activation license for rapid rekeying	\$149.00	21.00%	\$117.71
RBT40-CD	40 pack of RoamAbout CD kits	\$299.00	36.00%	\$191.36
Cable				
CSIES-AA-C20	Low Loss Cable, 20 ft, Reverse PolarityN	\$85.00	36.00%	\$54.40
CSIES-AA-C50	Low Loss Cable, 50 ft, Reverse PolarityN	\$175.00	36.00%	\$112.00
CSIES-AA-C75	Low Loss Cable, 75 ft, Reverse PolarityN	\$195.00	36.00%	\$124.80
CSIES-AA-PT250	Cable Assy -Reverse Polarity N, 250cm	\$149.00	21.00%	\$117.71
CSIES-AA-PT50	Cable Assy- Reverse Polarity N, 50cm	\$95.00	36.00%	\$60.80
CSIES-AB-C20	Low Loss Cable, 20 ft, Standard N	\$85.00	36.00%	\$54.40
CSIES-AB-C50	Low Loss Cable, 50 ft, Standard N	\$175.00	36.00%	\$112.00

Part number	Part Number Description	List	Discount	Price
CSIES-AB-C75	Low Loss Cable, 75 ft, Standard N	\$195.00	36.00%	\$124.80
CSIES-AB-PT250	Cable Assy -Standard Polarity N, 250cm	\$149.00	21.00%	\$117.71
CSIES-AB-PT50	Cable Assy - Standard N, 50cm	\$95.00	36.00%	\$60.80
Antennae				
CSIBB-IA	RoamAbout Indoor Antenna - used for wiring closet or PC applications where you want to extend antenna	\$95.00	36.00%	\$60.80
CSIES-AA-M05	Omni Antenna, 5 dBi, Reverse Polarity N	\$85.00	36.00%	\$54.40
CSIES-AA-M07	Omni Antenna, 7 dBi, Reverse Polarity N	\$225.00	36.00%	\$144.00
CSIES-AA-Y14	Yagi Antenna, 14dBi, Reverse Polarity N	\$375.00	36.00%	\$240.00
CSIES-AB-M05	Omni Antenna, 5 dBi, Standard Polarity N	\$85.00	36.00%	\$54.40
CSIES-AB-M07	Omni Antenna, 7 dBi, Standard Polarity N	\$225.00	36.00%	\$144.00
CSIES-AB-Y14	Yagi Antenna, 14dBi, Standard Polarity N	\$375.00	36.00%	\$240.00
Accessories				
CSIBB-IP	RoamAbout ISA Carrier (Requires one of either CSIBD-AA, AB, AF, AJ)	\$79.00	36.00%	\$50.56
CSIBD-PC	RoamAbout PCI adapter for multiple OS. (Requires one of either CSIBD-AA,AB,AF,AJ)	\$79.00	36.00%	\$50.56
CSIES-AA-LP	Lightning Protector - Reverse Polarity N	\$165.00	36.00%	\$105.60
CSIES-AB-LP	Lightning Protector - Standard N	\$165.00	36.00%	\$105.60
CSISA-AX	RoamAbout 11MB wireless to Ethernet station adapter	\$379.00	36.00%	\$242.56
CSIWS-PS1	Redundant Power Supply for CSIWS	\$59.00	36.00%	\$37.76
CSIWS-RM	Remote Power Adapter Rackmount Option	\$39.00	36.00%	\$24.96
CSIWS-RMPER	CSIWS remote power adapter	\$39.00	21.00%	\$30.81
CSIWS-WM	Security box for the CSIWS including locking cover.	\$99.00	36.00%	\$63.36
RBTR2-PS2	Universal Power Supply for the R2 Access Point and A/P 2000. (field replacement unit)	\$49.00	21.00%	\$38.71
RBTR2-PS3	Universal Power Supply for the R2 and AP2000	\$49.00	36.00%	\$31.36
RBTRC-MZ	Radio Card Add on Slot for RBTR2	\$299.00	36.00%	\$191.36

Part number	Part Number Description	List	Discount	Price
Systems				
ANG1102	2 Port VPN Hard Client	\$650.00	33.00%	\$435.50
ANG1105	2 Port VPN Hard Client with 3 Additional 10/100 LAN ports	\$750.00	33.00%	\$502.50
ANG3000	Aurorean 3000 Network Gateway for site-to-site applications	\$8,500.00	33.00%	\$5,695.00
ANG7000-HWAC	Hardware acceleration option for the ANG-7000	\$1,495.00	33.00%	\$1,001.65
ANG7050	Aurorean 7050 VPN Gateway Head End	\$13,000.00	33.00%	\$8,710.00
APS3000	Aurorean 3000 Policy Server	\$10,000.00	33.00%	\$6,700.00
APS7000	Aurorean 7000 Policy Server	\$18,000.00	33.00%	\$12,060.00
AVN3000-250	Aurorean 3000 Virtual Network system supporting up to 250 simultaneous connections	\$14,000.00	33.00%	\$9,380.00
AVN3000-500	Aurorean 3000 Virtual Network system supporting up to 500 simultaneous connections	\$17,000.00	33.00%	\$11,390.00
AVN7050-1000	Aurorean 7050 system supporting 1000 tunnels contains ANG-7050, APS-7000, client sw, mgt sw	\$20,000.00	33.00%	\$13,400.00
AVN7050-2500	Aurorean 7050 system supporting 2500 tunnels contains ANG-7050, APS-7000, client sw, mgt sw	\$25,000.00	33.00%	\$16,750.00
AVN7050-5000	Aurorean 7050 system supporting 5000 tunnels contains ANG-7050, APS-7000, client sw, mgt sw	\$30,000.00	33.00%	\$20,100.00
AVN-SCOUT-R10	Aurorean Scout Server/Client for NAT/Proxy/Firewall Traversal	\$25,000.00	33.00%	\$16,750.00
Bundles				
ANG3000-SB	One ANG3000 for regional office w/ on site installation and implementation and 12 months Premium maintenance	\$10,625.00	33.00%	\$7,118.75
AVN3000-250RB	Aurorean 3000 Virtual Network redundant bundle - primary & backup systems providing high availability functionality for up to 250 simultaneous connections	\$22,400.00	33.00%	\$15,008.00
AVN3000-250-SB	250 user remote access bundle w/ on-site installation and implementation and 12 months Premium maintenance	\$17,500.00	33.00%	\$11,725.00
AVN3000-500RB	Aurorean 3000 Virtual Network redundant bundle - primary & backup systems providing high availability functionality for up to 500 simultaneous connections	\$27,200.00	33.00%	\$18,224.00
AVN3000-500-SB	500 user remote access bundle w/ on site installation and implementation and 12 months Premium maintenance	\$21,250.00	33.00%	\$14,237.50
AVN7050-1000RB	Redundant bundle for 1000 tunnels contains 2 ANG-7050, 2 APS-7000, client sw, mgt sw	\$32,000.00	33.00%	\$21,440.00
AVN7050-1000-SB	1000 user remote access bundle w/ on-site install and 12-months Premium maintenance	\$25,000.00	33.00%	\$16,750.00
AVN7050-2500RB	Redundant bundle for 2500 tunnels contains 2 ANG-7050, 2 APS-7000, client sw, mgt sw	\$40,000.00	33.00%	\$26,800.00
AVN7050-5000RB	Redundant bundle for 5000 tunnels contains 2 ANG-7050, 2 APS-7000, client sw, mgt sw	\$48,000.00	33.00%	\$32,160.00
Upgrades				
ANG3000-UGK	Upgrade kit to add management interface to an ANG3000	\$995.00	33.00%	\$666.65
ANG7000-UGK	Upgrade kit to add hardware accelerator card and management interface to an ANG7000	\$2,495.00	33.00%	\$1,671.65
AVN3000-250U	Upgrade from AVN3000-250 to AVN3000-500 system	\$5,000.00	33.00%	\$3,350.00
AVN7050-1000U	Upgrade from AVN7050-1000 to AVN7050-2500 system	\$8,000.00	33.00%	\$5,360.00
AVN7050-1000UU	Upgrade from AVN7050-1000 to AVN7050-5000 system	\$18,000.00	33.00%	\$12,060.00
AVN7050-2500U	Upgrade from AVN7050-2500 to AVN7050-5000 system	\$10,000.00	33.00%	\$6,700.00
AVN-UGK-350	Aurorean 3.5 upgrade	\$0.00		\$0.00
AVN-UGK-R312	Release 3.1.2 software update for Aurorean	\$0.00		\$0.00

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Sensor				
DS001	IDS Dragon Sensor	\$7,500.00	37.00%	\$4,725.00
DS001-01	Dragon Sensor (5)	\$35,625.00	37.00%	\$22,443.75
DS001-02	Dragon Sensor (10)	\$67,500.00	37.00%	\$42,525.00
DS001-03	Dragon Sensor (20)	\$127,500.00	37.00%	\$80,325.00
DS001-04	Dragon Sensor (100)	\$562,500.00	37.00%	\$354,375.00
Sensor Appliance				
DS003A	Dragon Sensor Appliance - Hardware with the software pre-installed on Linux. Includes DS001 software license	\$20,000.00	37.00%	\$12,600.00
DS003A-EVAL	Dragon Evaluation Sensor Appliance - same as DS003A without permanent DS001 software license. Certificate will follow after converted to sale	\$20,000.00	37.00%	\$12,600.00
Server				
DS004	IDS Dragon Server	\$8,500.00	37.00%	\$5,355.00
DS004-01	Dragon Server (5)	\$40,375.00	37.00%	\$25,436.25
DS004-02	Dragon Server (10)	\$76,500.00	37.00%	\$48,195.00
Server Appliance				
DS006A	Dragon Server Appliance - Hardware with the software pre-installed on Linux. Includes DS004 software license	\$15,000.00	37.00%	\$9,450.00
DS006A-EVAL	Dragon Evaluation Server Appliance - same as DS006A without permanent DS004 software license. Certificate will follow after converted to sale.	\$15,000.00	37.00%	\$9,450.00
Squire				
DS005	IDS Dragon Squire	\$650.00	37.00%	\$409.50
DS005-01	Dragon Squire (10)	\$4,750.00	37.00%	\$2,992.50
DS005-02	Dragon Squire (25)	\$11,250.00	37.00%	\$7,087.50
DS005-03	Dragon Squire (100)	\$42,500.00	37.00%	\$26,775.00
DS005-04	Dragon Squire (500)	\$187,500.00	37.00%	\$118,125.00
Bundles				
DIMS-001-FE	Dragon Integrated Monitoring Solution	\$35,585.00	37.00%	\$22,418.55
DIMS-001-GIG	Dragon Integrated Monitoring Solution	\$37,105.00	37.00%	\$23,376.15
DSSTP-01	Starter package...5 DS001, 1 DS004, 15 DS005	\$48,150.00	37.00%	\$30,334.50
DSSTP-02	Intermediate package...15 DS001, 2 DS004, 30 DS005	\$119,637.50	37.00%	\$75,371.63
DSSTP-03	Complete package...25 DS001, 3 DS004, 100 DS005	\$203,600.00	37.00%	\$128,268.00
Atlas				
NSA-ACL-CD	NetSight Atlas Access Control List Manager CD	\$0.00		\$0.00
NSA-ACL-LIC	NetSight Atlas Access Control List Manager license key for one copy of NetSight Atlas ACL Manager	\$3,595.00	21.00%	\$2,840.05
NSA-CD	NetSight Atlas CD	\$0.00		\$0.00
NSA-IM-CD	NetSight Atlas Inventory Manager CD	\$0.00		\$0.00
NSA-IM-LIC	NetSight Atlas Inventory Manager license key for one copy of NetSight Atlas Inventory Manager	\$4,950.00	21.00%	\$3,910.50
NSA-L-CD	NetSight Atlas Lite CD	\$0.00		\$0.00
NSA-LIC	NetSight Atlas license for one copy of NetSight Atlas	\$5,995.00	21.00%	\$4,736.05
NSA-L-LIC	NetSight Atlas Lite License key for one copy of NetSight Atlas Lite	\$1,995.00	21.00%	\$1,576.05
Policy Manager				
NS-PM-LIC-1	NetSight PM one software license to use one copy of the software.	\$9,995.00	21.00%	\$7,896.05
Element Manager				
NS-EM-LIC-1	NetSight Element Manager license to use one copy of the software. Must purchase NS-EM-C	\$4,995.00	21.00%	\$3,946.05
NS-EM-LIC-10	NetSight Element Manager 10 CDs & licenses to use 10 copies of the software.	\$42,458.00	21.00%	\$33,541.82
NS-EM-LIC-20	NetSight Element Manager 20 CDs & licenses to use 20 copies of the software.	\$79,920.00	21.00%	\$63,136.80
NS-EM-LIC-5	NetSight Element Manager 5 CDs & licenses to use 5 copies of the software.	\$22,478.00	21.00%	\$17,757.62
Gateway Monitor				
NS-GMT	Netsight Gateway Monitoring Tool	\$995.00	21.00%	\$786.05

Part number	Part Number Description	List	Discount	Price
Special Price				
6A-CPUROM-UG	Boot Prom upgrade kit for 6A-CPU66	\$0.00		\$0.00
SS-16M-DRAM-UGK	16 Mb upgrade to Main Memory on the next generation SmartSwitch 6000/2000 products.	\$295.00	36.00%	\$188.80
SSR-MPS-UGK	SmartSwitch Router MPOA server firmware. To be used with the 2MPS-BNDL configuration only	\$250.00	36.00%	\$160.00
SSR-RS-UGK	SSR 8000, 8600, 2000 firmware upgrade kit	\$250.00	36.00%	\$160.00
Other Products				
Media Converter				
EMC38-12	Standalone ethernet media converter unit (converts one rear RJ-21 telco port to 12 Front Panel MMF ST connector ports).	\$2,995.00	36.00%	\$1,916.80

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